

# *Board of Education*

## REGULAR MEETING

Thursday, April 20, 2023 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

*This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/KQPgUSHB-PY>.*

## A G E N D A

### **1. Silent Prayer**

### **2. Pledge of Allegiance to the Flag**

### **3. Roll Call**

### **4. Communications**

- a) Copy of communication dated March 16, 2023 from Tim Moynahan regarding free speech in the dock.
- b) Copy of communication dated March 8, 2023 from Civil Service certifying Gina Morton for the position of Executive Administrative Assistant.
- c) Copy of communications dated March 13, 2023 from Civil Service certifying Gelissa Gutierrez, Sherie Paris, and Jahneicessa Teasley for the position of Paraprofessional I.
- d) Copy of communication dated March 13, 2023 from Civil Service to Jacob Bigos regarding temporary and at will employment for the position of Career & Technical Education Skills Specialist.
- e) Copy of communication dated March 16, 2023 from Civil Service certifying Geen Thazhampallath for the position of Provisional Director of Personnel & Talent Management.
- f) Email communication dated March 17, 2023 from CABA regarding policy highlights.
- g) Copy of communication dated March 20, 2023 from Civil Service certifying Zachary Oyola for the position of Maintainer I and revised communication dated March 23, 2023
- h) Copy of communications dated March 27, 2023 from Civil Service certifying Willie Henriquez (revised March 28, 2023), Brandon Hoffler, and Tobie Nelson, Jr. for the position of Maintainer I.
- i) Copy of communication dated March 28, 2023 from Civil Service certifying Nila Robinson for the position of Food Service Worker.
- j) Copy of communication dated March 29, 2023 from Civil Service certifying Annalisa DiNicola for the position of Administrative Associate I.
- k) Communication dated March 30, 2023 from Richard White regarding request to name Wendell Cross Media Center.
- l) Email communication dated March 30, 2023 from Tim Moynahan regarding who owns the universities.
- m) Email communication dated March 31, 2023 from CABA regarding policy highlights.
- n) Communication received March 2023 from Louise Allen Brown, Grant Writer, regarding 2021-2022 Grants Update Report.
- o) Copy of communications dated April 12, 2023 from Civil Service certifying Christine Vazquez Figueroa, Emy Lou Dana, Evelyn Almodovar, and Narmin Easa for the position of Food Service Worker.
- p) Email communication dated April 14, 2023 from CABA regarding policy highlights.

### **5. Public Addresses the Board** - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

### **6. Superintendent's Announcements**

### **7. President's Comments**

**8. *Student Representatives Comments***

**9. *Executive Session*** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

**10. *Committee on School Personnel*** – Commissioner Hernandez

10.1 Bunker Hill School Principal appointment.

10.2 Generali School Principal appointment.

**11. *Consent Calendar***

11.1 *Committee of the Whole*: Request approval of Waterbury Arts Magnet School Operations Plan.

11.2 *Committee on Finance*: Request approval of CSDE Supplemental Grant Application for Adult Education, Cooperating Eligible Entity/Literacy Volunteers of Greater Waterbury.

11.3 *Committee on Finance*: Request approval of Amendment to the Memorandum of Understanding with Post University for college level courses.

11.4 *Committee on Finance*: Request approval to apply for the CT Dept. of Education “School Mental Health Specialists (SMHS) Grant”.

11.5 *Committee on Finance*: Request approval to apply for the CT Dept. of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security “School Security Grant Program-Round 6”.

11.6 *Committee on Finance*: Request approval of a contract with 4 You, LLC for floor replacement at Walsh Elementary School.

11.7 *Committee on Finance*: Request approval of the 2022-2024 Consolidated Grant Application.

11.8 *Committee on Building & School Facilities*: Use of school facilities by school organizations and/or City departments.

11.9 *Committee on Building & School Facilities*: Use of school facilities by outside organizations and/or waiver requests.

**12. *Items removed from Consent Calendar***

**13. *Committee of the Whole*** – Commissioner Hernandez

13.1 Request approval of a Memorandum of Understanding with Community Health Center, Inc. for Health Literacy.

**14. Committee on Finance – Commissioner Orso**

- 14.1 Request approval of Amendment One (1) to the CollegeBoard College Readiness and Success Agreement for SpringBoard High School Language Arts Curriculum/Materials.
- 14.2 Request approval of Amendment One (1) to the CollegeBoard College Readiness and Success Agreement for SpringBoard High School Mathematics Curriculum/Materials.
- 14.3 Request approval of an Agreement with Waterbury Youth Services, Inc. for Truancy Prevention Services.
- 14.4 Request approval of an Agreement with Music Celebrations International, LLC for students to perform in the National Independence Day Parade.

**15. Committee on Grievances– Commissioner Serrano-Adorno**

- 15.1 WTA Grievance 2022-23-02.
- 15.2 WTA Grievance 2022-23-04.
- 15.3 WTA Grievance 2022-23-06.
- 15.4 WTA Grievance 2022-23-07.

**16. Superintendent's Notification to the Board**

16.1 Athletic appointments

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Aresti, Robert	Baseball Coach	WMS	04/03/23
Gray III, Ollie	Baseball Coach	NEMS	04/03/23
Sturdivant, Jason	Boys Tennis Coach	CHS	03/20/23

16.2 Grant funded appointments

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Baglan, Brian	Network Specialist I (10 month)	FT	\$19/hr	UPSEU 69	Title II/A District 22-24	03/02/23
Beers, Rose	SPPT Nurse	PT	\$35/hr	NON BOE	ARP ESSER SPPT 22-24	03/16/23
Gatlin, Eric	Crossing Guard Tinker	PT	\$15/hr	SCG	General Fund	03/09/23
LeVasseur, Evelyn	Tutor (Certified) Carrington	PT	\$33/hr	NON BOE	Title I/A 22-24	03/02/23
Medina, Keytza	Tutor Bucks Hill	PT	\$25/hr	NON BOE	Title I/A 22-24	03/13/23
Miller, Terri	Tutor - Children's Community School	PT	\$33/hr	NON BOE	Title I/A 21-23	03/30/23

Santos, Arnaldo	Hall Monitor Wallace	PT	\$98/day	NON BOE	Title I/A 21-23	03/23/23
Scatena, Alexandra	Tutor Tinker	PT	\$25/hr	NON BOE	Title I/A 22-24	03/16/23
Villavicencio, Winifer	Birth to Three Transition Coord.	FT	\$22/hr	UPSEU 69	IDEA 611 P & NP 22-24	03/27/23
Warren, Samantha	Network Specialist II (promotion)	FT	\$27/hr	UPSEU 69	Priority Schools	03/09/23

16.3 After-school Programs appointments:

<u>Name</u>	<u>Grant</u>	<u>School</u>	<u>Position</u>
Carter, Sa-Queen	21 <sup>st</sup> Century	Academic Academy	Teacher
De Santis, Paula	21st Century	Walsh	Teacher
Gaynes, Stacey	21st Century	Walsh	Teacher
Gluz, Debra	21 <sup>st</sup> Century	Academic Academy	Teacher
Montgomery, Asia	21st Century	Walsh	Rec Specialist
Nguyen, Karena	SDE	Washington	Teacher
Perez, Oscar	SDE	Kingsbury	Rec Specialist
Poulin, Gina	21st Century	Walsh	Teacher
Rendon, Miguel	21 <sup>st</sup> Century	Bucks Hill	Teacher
Soares, Elenice	21st Century	West Side	Administrator Sub

16.4 Miscellaneous appointments:

<u>Name</u>	<u>Position</u>	<u>School/Program</u>
Dunn, Brittany	Elementary Summer School Program Coordinator	Extended Academic (EAS) Support Elementary
Ferrare, Patricia	ESY Summer Program Coordinator	Extended School Year (ESY)
Rosa, Jennifer	Middle School Summer School Program Coordinator	Extended Academic Support (EAS) MS
Zappone, Evette	High School Summer School Program Coordinator	Extended Academic Support (EAS) HS
Aresti, Robert	School Equity Leadership Team	DW
Banks, Melissa	School Equity Leadership Team	DW
Bell, Teresa	School Equity Leadership Team	DW
Bleau, Lisa	School Equity Leadership Team	DW
DelGobbo, Leah	School Equity Leadership Team	DW
Dossantos, Shannon	School Equity Leadership Team	DW
Greene, Lucia	School Equity Leadership Team	DW
Lyons, Jean	School Equity Leadership Team	DW
Mulhern, Jacqueline	School Equity Leadership Team	DW
Parker, Marly	School Equity Leadership Team	DW
Pierresiant, Courtney	School Equity Leadership Team	DW
Rahman, Vareesha	School Equity Leadership Team	DW
Soares, Elenice	School Equity Leadership Team	DW
Sodano, Gina	School Equity Leadership Team	DW



16.5 Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Hubeny, Carolyn	State Street Special Ed 6-8	03/16/23
Mayer, Samantha	Walsh Grade 4	06/30/23
Rosado, Debra	WMS SEL Counselor	04/17/23
Stella, Olivia	Wilson Grade 1	05/12/23

16.6 Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Barbosa, Elvira	Carrington Special Ed	06/30/23
Brophy, Melanie	Chase Grade 1	06/30/23
Peschel, Maryann	WSMS ELA Grade 6	06/30/23
Siperas, Caroline	NEMS Special Ed	06/30/23

## **17. Adjournment**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #10.1

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of \_\_\_\_\_ as Principal, Bunker Hill School, effective June 1, 2023.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #10.2

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of \_\_\_\_\_ as Principal, Generali School, effective immediately.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #11.1

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve Waterbury Arts Magnet School Operations Plan dated March 2, 2023.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.2

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the CSDE Supplemental Grant Application for Adult Education, Cooperating Entity/Literacy Volunteers of Greater Waterbury as submitted by Jessica Reho, Executive Director of Literacy Volunteers.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.3

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Amendment to the Memorandum of Understanding with Post University for Academic Partnership – High School Academy at Post University, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.4

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education "School Mental Health Specialists Grant Program".

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.5

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, "School Security Grant Program – Round 6".



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.6

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement with 4 You, LLC for floor replacement at Walsh School, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #11.7

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the 2022-2024 Consolidated Two-Year Federal Grant application.

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.8

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

J. Begnal	Rotella aud.: May 1st, 2 <sup>nd</sup> , 3 <sup>rd</sup> 5:00 – 8:00pm (rehearsals) and May 5, 4:00 – 9:00 pm and May 6, 11:00am – 4:00pm (rehearsals and performances of Wilby class play)
L. Martin	Rotella Community rm.: Thurs., May 11, 9am – 1pm (Parent Liaison meeting)
C. Hagan	WSMS theater arts rm.: Thurs., May 4, 5:00-8:00 pm (Spring Concert)
A. Jorge	Wallace Library: Wed., June 7, 12:30 – 5:15pm (teachers meeting regarding professional development)
T. Wsack	Walsh gym: Tues., April 18, 5:30 – 7:00 pm (Family Night)
S. Carter	Wallace café: March 30, 4:00-6:00 pm (Family Paint Night) and April 29, 11:00am – 1:00pm (Zumba for mental Health)
D. Ferreira	Walsh gym: Tues., March 28, 5:30 – 7:00 pm (Family Night)
Q. Brown-Coles	WAMS atrium: Sat., April 15, 11:30 am - 4:30 pm (Kindergarten registration fair)
K. Nizzardo	WAMS classrooms: Wed., June 21, 8am – 2pm (MFA summer institute)
Silas Bronson Lib. M. Tierney	Wilby baseball field: Wed., May 17, 3:00-6:00 pm (promote the library on game day)
*V. Demirali	Sprague gym: Wed., April 19, 5:00 – 7:00 pm, (Family Fitness Night) Sprague gym: Thurs., June 1, 3:30 – 8:00 pm. (STEM Family Night)

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.9

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
Bags Foundation, CT. N. Reddick	Kennedy gym: Tuesday, April 4 <sup>th</sup> 5:00 – 9:30 pm (high school all-star basketball games)

### REQUESTING WAIVERS:

Grandville Academy	Reed café & kitchen: Sat., April 29 <sup>th</sup> 9:00am – 1:00 pm	
Maurice Mosley	(seminar)	(\$420.)
A. Ireland	Crosby gym & café June 19 <sup>th</sup> – 23 <sup>rd</sup> 9am – 4pm	(\$3,360.)
	Rotella gym: June 19 <sup>th</sup> – 23 <sup>rd</sup> 11am – 2pm	(\$1,680.)
	(Basketball development program)	
*Be A Baller Not A Bully	Wilby gym & café: July 24 <sup>th</sup> – 28 <sup>th</sup> and July 31 <sup>st</sup> – Aug. 4 <sup>th</sup>	
D. Zimmerman	7am – 5pm (summer basketball camp)	(\$9,240.)
*Hoops 4 Life	West Side gym: Saturdays April 22 <sup>nd</sup> – June 10 <sup>th</sup> 10:00am – 2:00pm	
D. Fryer	(basketball program)	(\$1,680.)

### GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

CT. Royalty	Wilby gym: Mar. 24 <sup>nd</sup> – June 2 <sup>nd</sup> Wednesday & Fridays	
T. Inabinett	6:00 – 9:00pm (youth basketball practice)	
Special Olympics	Wilby pool: March 28 <sup>th</sup> – May 30 <sup>th</sup> Tuesdays 5:00 – 8:00 pm	
J. Stack	(Wtby. Spec. Olympics swim practice)	
PAL	Kennedy aux. gym: Mar. 27 <sup>th</sup> – July 14 <sup>th</sup> Mon., Tues., Fri. 6:00 – 9:00 pm	
Of. M. Macary	(basketball practice for travel team)	
*Wtby. Bridge to Success:	Reed School Parking Lot: Wed., April 12 <sup>th</sup> 12:00pm – 5:00pm	
A. Brooks	(pop-up Food Pantry)	
*Gilmartin Community Club	Gilmartin café: Tues., May 2 <sup>nd</sup> 7:00 – 9:00 pm	
Ruth Barry	(community club meeting)	
*Hoops 4 Life	West Side gym: Apr. 17 <sup>th</sup> – June 6 <sup>th</sup> Mon, Tues, Wed. 5:30 – 9:00 pm	
D. Fryer	Reed gym: Apr. 17 <sup>th</sup> – June 9 <sup>th</sup> Mon, Tues, Wed, Fri. 5:30 – 9:00 pm	

MAR 21 2023

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Nakia Reddick NAME OF ORGANIZATION BALIS Foundation CT  
ADDRESS 541 Wolcott St Waterbury CT 06705 TELEPHONE # (203) 591-1182  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy High School DATES April 4, 2023 ROOM(S) Gym  
OPENING TIME 5pm CLOSING TIME 9:30pm PURPOSE High School All-Star game  
ADMISSION (if any) \$5.00 CHARGE TO BE DEVOTED TO Waterbury Public School Athletic departments  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 40  
SIGNATURE OF APPLICANT [Signature] DATE 3/21/23

PERSON(S) NAME, ADDRESS &amp; PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Nakia Reddick, 541 Wolcott St Waterbury CT 06705, 904-687-6956

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE PER CUST. (2) (\$402.)  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 250. INSURANCE COVERAGE ✓ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Maurice Mosley NAME OF ORGANIZATION Granville Academy  
ADDRESS 66 Red Coat Rd Waterbury TELEPHONE # 203 598 4101  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Reed DATES April 29<sup>th</sup> ROOM(S) Cafe - Kitchen  
OPENING TIME 9am CLOSING TIME 1pm PURPOSE Seminar with author Marlo Bruleau  
ADMISSION (if any) NA CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN 75

SIGNATURE OF APPLICANT [Signature] DATE 3/21/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Maurice Mosley

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. MB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUST. (2) (\$420)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE Vol YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE )

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with State Building Permit)

APPLICANT/ORGANIZATION: Granville Academy

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Reed School - Cafe

DATE(S): April 29<sup>th</sup>

TIMES: 9<sup>am</sup> to 1 pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

3/21/23

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 420.  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
326 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# 28 2023

APPLICANT Anthony Ireland NAME OF ORGANIZATION AI 3 Leadership Academy  
ADDRESS 526 Woodhick Waterbury CT 06705 TELEPHONE # 203-768-0933  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosh High School DATES June 19-23 ROOM(S) Gym + Cafe  
OPENING TIME 9:00am CLOSING TIME 4:00pm PURPOSE Basketball Development Camp  
ADMISSION (if any) Free CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 75

SIGNATURE OF APPLICANT [Signature] DATE 3/28/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Anty Ireland, 526 Woodhick Road

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. AI (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUST. (2) (\$3,360.)

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ — INSURANCE COVERAGE — YES — NO —

PLEASE READ THE FOLLOWING CAREFULLY

9AM - 4pm

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE — SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with City Building Permit)

APPLICANT/ORGANIZATION:

AI 3 Leadership Academy

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

Gym + Cafe

CROSBY

DATE(S): June 19-23

TIMES: 9-4pm

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

3/28/23

Date

*[Signature]*

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST:

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

MAR 28 2023

CONTRACT#

*Book*  
APPLICANT Anthony Ireland NAME OF ORGANIZATION AI 3 Leadership Academy  
ADDRESS 526 Woodhick Waterbury CT 06705 TELEPHONE # 203-768-0533  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Rosella DATES June 19-23 ROOM(S) Gym  
OPENING TIME 11am CLOSING TIME 2pm PURPOSE Basketball Development  
ADMISSION (if any) Free CHARGE TO BE DEVOTED TO —  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 90 CHILDREN 75  
SIGNATURE OF APPLICANT [Signature] DATE 3/28/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Anthony Ireland, 526 Woodhick Road, 203 768-0533

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. AI (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR service per custodian (2) (\$1,680)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION:

AI 3 Leadership Academy

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

RoTella

SCHOOL/ROOMS REQUESTED:

Gym

DATE(S): June 19-23

TIMES: 11 AM - 2 PM

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

3/28/23

Date

*[Signature]*

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST:

Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT# APR 12 2023

APPLICANT Duval Zimmerman NAME OF ORGANIZATION Be A Bully Not A Bully  
ADDRESS 200 Yag St Waterbury CT TELEPHONE # 203-519-9473  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES see below ROOM(S) Gym & Cate

OPENING TIME 7am CLOSING TIME 5pm PURPOSE Basketball camp

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 200

SIGNATURE OF APPLICANT [Signature] DATE 4/12/23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Duval Zimmerman

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DZ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. SERVICE PER CUST. (2)(9,240)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 250.- INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION: Be A Baller Not A Bully

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wilby Gym - Cafe

DATE(S): 7/24 - 7/28

TIMES: 7 AM - 5 PM

DATE(S): 7/31 - 8/4

TIMES: " "

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

4-12-23

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ \_\_\_\_\_  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT DEWEEN Fryer NAME OF ORGANIZATION Hoop4Life, Inc.  
ADDRESS 232 N. Elm Street Wtly CT 0702 TELEPHONE # 203 232-4578  
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side DATES 4/22-4/10/23 ROOM(S) Gym

OPENING TIME 10 AM CLOSING TIME 2 pm PURPOSE basketball practice / game

ADMISSION (if any) none CHARGE TO BE DEVOTED TO none

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 10

SIGNATURE OF APPLICANT Deween Fryer DATE 4-14-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

65 CABLES Ave Wtly CT 06702 (203) 232-4578

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. service (\$1,680)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE )

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES  
WAIVER REQUEST

(to be submitted with use of Building Permit)

APPLICANT/ORGANIZATION:

HOOPS 4 Life

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

West Side M.S. Gym

DATE(S):

4/22 - 6/10

TIMES:

Saturdays 10A-2P

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

4-14-23

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

\$

1,680.

\$

Security Deposit

Building Usage Fees

Custodial Fees

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of

ATTEST:

Clerk, Board of Education



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
326 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

*Book*

APPLICANT Terry Inabinett NAME OF ORGANIZATION CT Royalty  
ADDRESS 9 Alcott Rd. Wolcott CT 06716 TELEPHONE # 2039826442  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Wilby DATES 3/24 6/2 ROOM(S) Gym  
OPENING TIME 6pm CLOSING TIME 9pm PURPOSE Youth basketball practice  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6 CHILDREN 40  
SIGNATURE OF APPLICANT [Signature] DATE 3/21/2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Terry Inabinett 2039826442

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

*Wed.  
&  
Fri.  
3/24 - 4/2*



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

*hook*  
APPLICANT Jean Stack NAME OF ORGANIZATION Waterbury Special Olympics  
ADDRESS 107 Hempel Dr Wolcott CT 06716 TELEPHONE # 203-565-1916  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Wilby DATES 3/28-5/30/23 ROOM(S) Pool + Locker Rooms  
OPENING TIME 5pm CLOSING TIME 8pm PURPOSE Waterbury Special Olympics swim practice  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 15  
SIGNATURE OF APPLICANT Jean Stack DATE 3/16/23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Heather Minertini, 86 Poturcos King Rd Wolcott CT 06716  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. JMS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

*Tuesdays*



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

*Book*  
APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 64 Division St Waterbury CT TELEPHONE # (203) 585-3583  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy DATES 3/27 - 7/14 ROOM(S) Aux Gym  
OPENING TIME 6 pm CLOSING TIME 9 pm PURPOSE Basketball  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT Michael Macary DATE 10/26/28

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Michael Macary  
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. MM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

*Monday  
Tuesday  
Friday*

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE )

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

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CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



hook

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

MAR 31 2023

APPLICANT Waterbury Bridge to Success NAME OF ORGANIZATION St. Luke  
ADDRESS 100 N. Elm St (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203-754-0046  
SCHOOL REQUESTED Reed DATES 4/12/23 ROOM(S) Parking Lot  
OPENING TIME 12pm CLOSING TIME 5pm PURPOSE Pop up food pantry for families  
ADMISSION (if any) None/N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 50  
SIGNATURE OF APPLICANT Letitia Marshall Brooks DATE 3/30/23  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. AMB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian



FOU-UI

# FOOD PANTRY

**April /Abril 12, 2023**

## Locations/Ubicaciones

Jonathan E. Reed School  
33 Griggs Street  
Waterbury, CT 06704

Partnered with Bridge to Success and Friend of  
North End Recreation Center



Community Food  
Pantry

**2PM to 4PM**



First come - first served - while supplies last

nutricios para usted!



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Ruth Barry NAME OF ORGANIZATION GilmarTin Community Club

ADDRESS 109 Long Meadow Drive 06706 TELEPHONE #  
(street) (city) (state) (zip code)

SCHOOL REQUESTED GilmarTin DATES Tues. May 2<sup>nd</sup> ROOM(S) Cafe

OPENING TIME 7pm CLOSING TIME 9pm PURPOSE meeting

ADMISSION (if any) — CHARGE TO BE DEVOTED TO —

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15-20 CHILDREN —

SIGNATURE OF APPLICANT Ruth Barry DATE 4-13-23

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

SAME

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. RB (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: —

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT \$ — INSURANCE COVERAGE — YES — NO —

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE )

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE — SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT DENEEN FRYER NAME OF ORGANIZATION Hoops4Life, Inc  
ADDRESS 232 N. EIM STREET (street) (city) (state) (zip code) TELEPHONE # 203 574-4390  
203 232-4578  
SCHOOL REQUESTED West Side Middle DATES see attachment ROOM(S) Gym  
OPENING TIME 5:30 CLOSING TIME 9:00 PURPOSE Basketball Games  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60 CHILDREN 50  
SIGNATURE OF APPLICANT Deneen Fryer DATE 11/17/2023  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
DENEEN FRYER Randy Brooks 25 Orange St (203) 437-2205  
In the event that the Board of Education should need to resort to legal proceedings to collect  
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's  
fees and court costs associated with said proceedings. DP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$                      INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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WILL BE RIGIDLY ENFORCED.

APPROVAL DATE                      SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE  
SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

Monday  
Tuesday  
Wednesday  
4/17 - 6/6

**WEST SIDE MIDDLE SCHOOL**

**HOOPS 4 LIFE**

**APRIL 17<sup>TH</sup> THRU JUNE 6<sup>TH</sup> 5:30 – 9:00 PM**

**MONDAY – TUESDAY – WEDNESDAY**

**SATURDAYS 10:00AM – 2:00PM**

**APRIL 22<sup>ND</sup> THRU JUNE 10<sup>TH</sup>**



DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
236 GRAND ST., WATERBURY, CT 06702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT DENEEN FRYER NAME OF ORGANIZATION Hoops4Life, Inc  
ADDRESS 232 N. EIM STREET 06702 TELEPHONE # 203 524-4390  
(street) (city) (state) (zip code) 203 232-4578  
SCHOOL REQUESTED Johnston Road DATES see attachment ROOM(S) Gym  
OPENING TIME 5:30 CLOSING TIME 9:00p PURPOSE Basketball Games  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 60 CHILDREN 50  
SIGNATURE OF APPLICANT Deneen Fryer DATE 11/17/2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

DENEEN FRYER Randy Brooks - 25 Orange St (203) 437-2205

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Monday  
Tuesday  
Wednesday  
Friday  
5:30 - 9pm



**REED SCHOOL**

**HOOPS 4 LIFE**

**APRIL 17<sup>TH</sup> THRU JUNE 9<sup>TH</sup> 5:30 – 9:00 PM**

**MONDAY – TUESDAY – WEDNESDAY - FRIDAY**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #13.1

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve of a Memorandum of Understanding with Community Health Center, Inc. for Health Literacy, at no cost, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #13.1

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve of a Memorandum of Understanding with Community Health Center, Inc. for Health Literacy, at no cost, subject to any non-substantive changes approved by the Corporation Counsel's office.



## Early College High School

*Administrator*  
**Sean M. Mosley**

300 Pierpont Road  
Waterbury, CT 06705  
Phone: (203) 574-8060  
Fax: (203) 574-8072

*Guidance Counselor*  
**Lisa Hayes**

**Date:** April 14, 2023

**To:** Board of Education Commissioners and Dr. Ruffin, Superintendent of Schools

**From:** Sean M. Mosley, Administrator of Early College High School

**Subject:** Community Health Center, Inc. Health Disparities Project

Attached for your review is an agreement between the City of Waterbury and Community Health Center, Inc. to facilitate a Health Disparities Project with 20-24 students from the Early College High School (ECHS). The term of this agreement will commence at ratification and end on June 30, 2023, and will be at no cost to the City of Waterbury or Waterbury Public Schools.

Community Health Center, Inc. has offered to provide Early College High School students the opportunity to participate in a project in which students are tasked with conducting research on health disparities in their communities and developing a presentation to show their results at a community event. The program is in line with ECHS's college and career readiness emphasis as well as the District's Portrait of a Graduate. The goals of the program are to educate high school students on health disparities affecting their communities and discuss the impact that the All of Us Research Program can have on reducing health disparities in future generations to improve health outcomes.

This project is the only funded project in Connecticut and is funded through the National Library of Medicine All of Us Program Center at Hardin Library of Health Sciences – University of Iowa (100327). This award only funds Community Health Center, Inc. to carry out the services outlined in the project work plan. Again, this project will be at no cost to the City of Waterbury or Waterbury Public Schools.

Please feel free to reach out with any questions or concerns regarding the contents of this letter.

Respectfully,

Mr. Sean M. Mosley  
Administrator, Early College High School  
smosley@waterbury.k12.ct.us  
(203) 574-8060 ext. 12157

*We, the community of Early College High School at Crosby High School, are committed to empowering a diverse body of students to develop and apply skills in order to pursue knowledge and become productive college students, workers, and citizens.*

**MEMORANDUM OF UNDERSTANDING**  
**for**  
**HEALTH LITERACY**  
**between**  
**THE CITY OF WATERBURY**  
**And**  
**COMMUNITY HEALTH CENTER, INC.**

This Memorandum of Understanding (“MOU”) is between the City of Waterbury, Waterbury Public Schools’ Early College High School (the “City” or “ECHS”) and Community Health Center, Inc. (“CHCI”) (Jointly referred to as the “Parties” to this MOU).

**1. Purpose and Goals.**

Low health literacy is considered to be a silent health epidemic, mainly due to its strong correlation with undesirable health outcomes. Improvements in health literacy levels, such as raising awareness of diseases, enhancing self-management abilities, etc. can improve health status and be one avenue of reducing health disparities. Education is an important tool to increase income, reduce poverty, and employ equality and justice to improve health literacy and thus the quality of health. By educating young adults on the importance of reducing health disparities and raising awareness of programs like the All of Us research program that exists to combat these issues, they can then become health advocates for people of all ages in their communities. It can be said that improving the health literacy of young people not only influences their personal health behaviors, but also influence the health actions of their peers, families and their communities.

CHCI is a federally qualified health care system whose mission is to transform the way healthcare is delivered so it is the best it can be, and is what best meets the needs of the communities and patients they serve. The paths for achieving transformative healthcare are through (1) clinical excellence; (2) research and innovation; and (3) training the next generation of healthcare professionals. CHCI has received an award from the National Library of Medicine *All of Us* Program Center at Hardin Library of Health Sciences – University of Iowa (100327), that aims on improving health literacy in high school students as a means of transforming healthcare through research, innovation and education.

ECHS provides educational services to high school students in Waterbury, CT who have a strong interest in a rigorous program of studies, including achieving an Associate’s Degree upon completion of High School.

A collaborative partnership between CHCI and ECHS will allow us to achieve the main goal of the project, Improve Health Literacy in High School Students, which is to educate high school students on health disparities affecting their communities and discuss the impact that the All of Us Research Program can have on reducing health disparities in future generations to improve health outcomes.

**2. Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities:

## **2.1. CHCI Responsibilities.**

- 2.1.1.** Create, provide and deliver all the materials needed to educate high school students on the importance of health literacy, health disparities that affect their communities and the All of Us Research Program.
- 2.1.2.** Recruit 20-24 students to participate in a health disparity project that involves conducting a literature review to identify the prevalence of the problem; biological, environmental, lifestyle or societal factors causing the disparity; and local, state or national policies in place that work to widen or end the disparity.
- 2.1.3.** Hold monthly meetings with the students to ensure progress on their health disparity project to meet all milestones.
- 2.1.4.** Provide opportunity for students to present their findings at a school assembly and local community event and serve as advocates for the All of Us Research program to their peers, families and communities.
- 2.1.5.** Execute the evaluation plan of the project to measure improvements of health literacy.
- 2.1.6.** Provide stipends to students for successful completion of all project milestones.

## **2.2. ECHS Responsibilities.**

- 2.2.1.** Assist in hosting the informational meeting on the importance of health literacy, health disparities affecting the local communities and the mission of the All of Us program.
- 2.2.2.** Promote the informational event to the student body, especially the student clubs with interest in STEM, public health or other health-related careers.
- 2.2.3.** Provide a classroom and time during the school day for the informational meeting and monthly meetings, at mutually agreed times between CHCI and ECHS.
- 2.2.4.** Support the students that choose to participate in the health disparities research project through use of school libraries and computer labs if needed to conduct research on their topics of interest.
- 2.2.5.** Promote and encourage attendance from students, staff and family members at the school assembly and community health fair at the culmination of the project through newsletters, emails blasts and other appropriate forms of communications.

- 3. Duration.** This MOU shall become effective on the date executed by the Mayor and shall terminate June 30, 2023, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date.

4. **Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and CHCI. Neither Party shall be responsible to compensate the other.
5. **Criminal Background Check and DCF Registry Check.** CHCI represents and warrants that it and its employees who may be assigned to perform the services required for the Literacy Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

CHCI shall, pursuant to Connecticut General Statutes §10-66rr, as amended from time to time, require that anyone employed by CHCI who performs a service under this MOU, shall submit to a records check of the Department of Children and Families child abuse and neglect registry and provide a copy of said records check to the City prior to commencing work under this MOU. The City and the Board shall rely on these representations.

6. **Confidentiality/FERPA.** CHCI shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. CHCI shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this MOU shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

6.1. Any and all materials contained in City of Waterbury student files that are entrusted to CHCI or gathered by CHCI in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by CHCI shall be used solely for the purposes of providing services under this MOU.

6.1.1. CHCI acknowledges that in the course of providing services under this MOU, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) CHCI and City shall comply with the requirements of said statute and regulations, as amended from time to time and CHCI agrees to use information obtained from the City or student education records only for the purposes provided in this MOU. Without the prior written consent of the student's parent or guardian, as required by FERPA, CHCI has no authority to make disclosures of any information from education records. CHCI shall instruct its employees of their obligations to comply with FERPA.

## **7. Indemnification.**

- 7.1.** CHCI shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of CHCI, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of CHCI duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 7.2.** In any and all claims against the City or any of its boards, agents, employees or officers by CHCI or any employee of CHCI, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CHCI or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 7.3.** CHCI understands and agrees that any insurance required by this MOU, or otherwise provided by CHCI, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4.** CHCI expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by CHCI, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.
- 7.5.** Royalties and Patents. CHCI shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at CHCI's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, CHCI shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by CHCI and as to any award made thereunder.
- 7.6.** In the event this MOU and/or CHCI's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute



or regulations, or the City Charter or City Ordinance, CHCI shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by CHCI, or its subcontractor, omission or commission.

- 8. Insurance.** CHCI agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. CHCI shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: “The City of Waterbury and it’s Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.”

**8.1. General Liability Insurance:**

**\$1,000,000.00** per occurrence

**\$2,000,000.00** aggregate

**\$2,000,000.00** Products and completed operations aggregate

**8.2. Automobile Liability Insurance:**

**\$1,000,000.00** combined single limit (CSL)

**8.3. Workers’ Compensation:** Statutory Limits within the State of Connecticut:

Employers’ Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

**8.4. Professional Liability/E&O:**

**\$1,000,000.00** each Wrongful Act

**\$1,000,000.00** Aggregate

**8.5. Abuse/Molestation Liability Insurance:**

**\$1,000,000.00** per Occurrence

**\$1,000,000.00** Aggregate

- 9. Termination for Convenience of the City.** The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to CHCI.

- 10. Termination for Non-Appropriation.** CHCI acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. CHCI therefore agrees that

the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

- 11. Nondiscrimination.** The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

**12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

- 12.1. City of Waterbury's Ethics Code Ordinance.** CHCI hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**12.2. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)**

**12.2.1.** No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

**12.2.2.** No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

**12.2.3.** The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

**12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).**

CHCI hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**13. Force Majeure.** Neither CHCI nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

**14. Notice.** Except as otherwise specifically prohibited in this MOU, whenever under this MOU approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or CHCI, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

CHCI: Community Health Center, Inc.  
51 N Elm Street  
Waterbury, CT 06702

City: The City of Waterbury  
Attn: Nyree Toucett  
236 Grand Street  
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel  
City Hall Building  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702

**15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** CHCI agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

**16. Subcontracting.** CHCI shall not, without the prior written approval of the City, subcontract, in whole or in part, any of CHCI's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of CHCI and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve CHCI from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** CHCI shall be as fully responsible to the City for the acts and omissions of CHCI's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by CHCI.

**17. Assignability.** CHCI shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due CHCI from the City under this MOU may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Governing and Choice of Forum.** This MOU shall be construed in accordance with the terms and conditions set forth in this MOU and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this MOU or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

**19. Entire Agreement.** This MOU shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this MOU must be in writing and agreed to and executed by the City and CHCI.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the Parties hereto execute this MOU on the dates signed below.

WITNESSES:

**CITY OF WATERBURY**

\_\_\_\_\_  
Sign & Date

By: \_\_\_\_\_  
Neil M. O’Leary, Mayor

\_\_\_\_\_  
Sign & Date

Date: \_\_\_\_\_

WITNESSES:

**COMMUNITY HEALTH CENTER, INC.**

\_\_\_\_\_  
Sign & Date

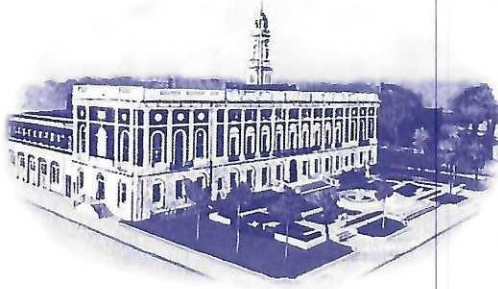
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Sign & Date

Date: \_\_\_\_\_

KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Sean M. Mosley, Administrator of Early College High School  
From: Kevin McCaffery, Director of Purchasing *KMc*  
Subject: Sole Source for Community Health Center, Inc.  
Date: April 10, 2023

---

After review of the attached letter regarding Community Health Center, I agree that Community Health Center is the sole service provider of improving health literacy in high school students through health disparities education and research and is doing so at no cost to the City. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



## Early College High School

Administrator  
**Sean M. Mosley**

300 Pierpont Road  
Waterbury, CT 06705  
Phone: (203) 574-8060  
Fax: (203) 574-8072

Guidance Counselor  
**Lisa Hayes**

April 10, 2023

**To:** Kevin McCaffery, Director of Purchasing

**From:** Sean M. Mosley, Administrator of ECHS

Community Health Center, Inc. has offered to provide our Early College High School (ECHS) students with the opportunity to participate in a project in which students are tasked with conducting research on health disparities in their communities and developing a presentation to show their results. The program is in line with ECHS's college and career readiness emphasis as well as the District's Portrait of a Graduate. Community Health Center, Inc. is the sole source service provider of improving health literacy in high school students through health disparities education and research. As stated in the sole source letter provided, this project is the only funded project in Connecticut and is funded through the National Library of Medicine All of Us Program Center at Hardin Library of Health Sciences – University of Iowa (100327). This award only funds Community Health Center, Inc. to carry out the services outlined in the project work plan.

Please feel free to reach out with any questions or concerns regarding the contents of this letter.

Respectfully,

Mr. Sean M. Mosley  
Administrator, Early College High School  
smosley@waterbury.k12.ct.us  
(203) 574-8060 ext. 12157

*We, the community of Early College High School at Crosby High School, are committed to empowering a diverse body of students to develop and apply skills in order to pursue knowledge and become productive college students, workers, and citizens.*





# Community Health Center, Inc.

675 Main Street, Middletown, CT 06457 | 860.347.6971 | [www.chc1.com](http://www.chc1.com) | Facebook/CHCInc | Twitter@CHCConnecticut

April 4, 2023

To Whom It May Concern:

This letter is to confirm that Community Health Center, Inc. is the sole source service provider of improving health literacy in high school students through health disparities education and research. This project is the only funded project in Connecticut and is funded through the National Library of Medicine All of Us Program Center at Hardin Library of Health Sciences – University of Iowa (100327). This award only funds Community Health Center, Inc. to carry out the services outlined in the project work plan. These services include working with Early College High School students on a health disparity research project that increases the students' awareness of how their biology, environment and lifestyle impacts their health, as well as learn how research helps improve health equity.

If you desire additional information, don't hesitate to contact me at 860-347-6971 x3620 at any time. Thank you for your interest in our product(s).

Sincerely,

Mark Masselli  
Founder, CEO/President  
Community Health Center  
[masselm@chc1.com](mailto:masselm@chc1.com)



Serving underserved and uninsured patients at Connecticut's largest network of community health centers.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") defines responsibilities and establishes a collaborative partnership between the Community Health Center, Inc. (CHCI), a 501(c)(3) tax-exempt nonprofit corporation organized and existing under the laws of the State of Connecticut and doing business at 635 Main Street, Middletown, CT 06457, and The Early College High School (ECHS) organized under the laws of the State of Connecticut from December 8, 2022 through May 31, 2023.

Low health literacy is considered to be a silent health epidemic, mainly due to its strong correlation with undesirable health outcomes. Improvements in health literacy levels, such as raising awareness of diseases, enhancing self-management abilities, etc. can improve health status and be one avenue of reducing health disparities. Education is an important tool to increase income, reduce poverty, and employ equality and justice to improve health literacy and thus the quality of health. By educating young adults on the importance of reducing health disparities and raising awareness of programs like the All of Us research program that exists to combat these issues, they can then become health advocates for people of all ages in their communities. It can be said that improving the health literacy of young people not only influences their personal health behaviors, but also influence the health actions of their peers, families and their communities.

CHCI is a federally qualified health care system whose mission is to transform the way healthcare is delivered so it is the best it can be, and is what best meets the needs of the communities and patients they serve. The paths for achieving transformative healthcare are through (1) clinical excellence; (2) research and innovation; and (3) training the next generation of healthcare professionals. CHCI has received an award from the National Library of Medicine that aims on improving health literacy in high school students as a means of transforming healthcare through research, innovation and education.

ECHS provides educational services to high school students in Waterbury, CT who have a strong interest in a rigorous program of studies, including achieving an Associate's Degree upon completion of High School.

A collaborative partnership between CHCI and ECHS will allow us to achieve the main goal of the project, Improve Health Literacy in High School Students, which is to educate high school students on health disparities affecting their communities and discuss the impact that the All of Us Research Program can have on reducing health disparities in future generations to improve health outcomes. This project is funded through the National Library of Medicine *All of Us* Program Center at Hardin Library of Health Sciences – University of Iowa (100327).

### **CHCI agrees to:**

- (1) Create, provide and deliver all the materials needed to educate high school students on the importance of health literacy, health disparities that affect their communities and the All of Us Research Program.
- (2) Recruit 20-24 students to participate in a health disparity project that involves conducting a literature review to identify the prevalence of the problem; biological, environmental,

- lifestyle or societal factors causing the disparity; and local, state or national policies in place that work to widen or end the disparity.
- (3) Hold monthly meetings with the students to ensure progress on their health disparity project to meet all milestones.
  - (4) Provide opportunity for students to present their findings at a school assembly and local community event and serve as advocates for the All of Us Research program to their peers, families and communities.
  - (5) Execute the evaluation plan of the project to measure improvements of health literacy.
  - (6) Provide stipends to students for successful completion of all project milestones.

**ECHS agrees to:**

- (1) Assist in hosting the informational meeting on the importance of health literacy, health disparities affecting the local communities and the mission of the All of Us program.
- (2) Promote the informational event to the student body, especially the student clubs with interest in STEM, public health or other health-related careers.
- (3) Provide a classroom and time during the school day for the informational meeting and monthly meetings
- (4) Support the students that choose to participate in the health disparities research project through use of school libraries and computer labs if needed to conduct research on their topics of interest.
- (5) Promote and encourage attendance from students, staff and family members at the school assembly and community health fair at the culmination of the project through newsletters, emails blasts and other appropriate forms of communications.

**Term**

1. This MOU shall commence on December 8<sup>th</sup>, 2022 and will continue for a period of six (6) months.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective duly authorized representatives, effective as of the Effective Date.

The Early College High School (ECHS)

**Community Health Center, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark Masselli

Name: \_\_\_\_\_

Title: President / CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

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lifestyle or societal factors causing the disparity; and local, state or national policies in place that work to widen or end the disparity.

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**Community Health Center, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark Masselli

Name: \_\_\_\_\_

Title: President / CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF WATERBURY  
DEPARTMENT OF FINANCE - RISK MANAGEMENT  
**Insurance Bid Specifications Review Request Form**

**Instructions:** Please complete the below sections on this word document and email back to Rona Nickerl at [rnickerl@waterburyct.org](mailto:rnickerl@waterburyct.org) . Save the word file under a contract reference name and tracking number used within your department and attach to email.

**Requesting Department:** BOE - Contracts

**Requesting Department Contact:** Jerry Gay, Jade Gopie, Sean Mosely, VP Early College HS

**Detailed description of Work/Services to be performed:** No Cost Classes to improve health literacy

- (1) Create, provide and deliver all the materials needed to educate high school students on the importance of health literacy, health disparities that affect their communities and the All of Us Research Program.
- (2) Recruit 20-24 students to participate in a health disparity project that involves conducting a literature review to identify the prevalence of the problem; biological, environmental, lifestyle or societal factors causing the disparity; and local, state or national policies in place that work to widen or end the disparity.
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- (4) Provide opportunity for students to present their findings at a school assembly and local community event and serve as advocates for the All of Us Research program to their peers, families and communities.
- (5) Execute the evaluation plan of the project to measure improvements of health literacy.
- (6) Provide stipends to students for successful completion of all project milestones.

**Environmental Services Included — If YES, describe:** None

**Medical Services Included — If YES, describe:** None

**Hazardous Substances — If YES, describe:** None

**Will Use of Subcontractors be Permitted?** None

**Summarize any other Special Conditions:** None

**Estimated Cost:** \$ None

**Contract Term:** under 1yr

**Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:**

No Prior Contract

## Crystal Burr

---

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Sent:** Wednesday, March 22, 2023 12:08 PM  
**To:** Insurance Requests  
**Cc:** Sean Mosley; JADE LEE GOPIE  
**Subject:** Req for Limits for CHC MOU  
**Attachments:** CHC MOU Insurance limits Request.docx; CHC MOU - RM Limits Request.docx; MOU\_ECHS Improving Health Literacy HS Students\_v2 final.docx

Hello,

Please see the attached request for insurance limits for the Community Health Center bringing No Cost health program classes to the Early College HS.

All classes will be held at the school and all classes will be in group settings with multiple adults present.

Legal is finalizing the draft MOU and will issue it upon adding in the Insurance limits.

Sean Mosely, VP at the Early College HS can provide additional details on the program, if needed.

Thank You,

Jerry Gay, Contracts Manager  
Waterbury Board of Education  
236 Grand Street, Rm 263  
Waterbury, CT. 06702  
203-346-3989 ; Ext 11225  
jerry.gay@waterbury.k12.ct.us

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

## Crystal Burr

---

**From:** Sean Mosley <smosley@waterbury.k12.ct.us>  
**Sent:** Wednesday, March 22, 2023 3:12 PM  
**To:** JERRY GAY; Crystal Burr  
**Cc:** JADE LEE GOPIE; Insurance Requests  
**Subject:** Re: Req for Limits for CHC MOU  
**Attachments:** OutlookEmoji-1671227362476bf401e8d-ff47-44e3-911a-e12c941cfb4f.jpg;  
OutlookEmoji-167122736247697337c37-87b0-4f97-ac86-5f3c3241b3b0.jpg;  
OutlookEmoji-167122736247640a0892a-3a71-4047-9252-6673a3305dd1.jpg

The sessions would be facilitated by CHC, Inc. staff with monitoring/check-ins from City staff.

[1671227362476]

---

**From:** JERRY GAY  
**Sent:** Wednesday, March 22, 2023 3:11:03 PM  
**To:** Crystal Burr  
**Cc:** Sean Mosley; JADE LEE GOPIE; Insurance Requests  
**Subject:** RE: Req for Limits for CHC MOU

I will check.

Sean...can you describe how the classes actually occur as to what adults are present?

Is it just CHC staff? Or are City staff there as well?

Jerry

**From:** Crystal Burr [mailto:cburr@waterburyct.org]  
**Sent:** Wednesday, March 22, 2023 2:39 PM  
**To:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Cc:** Sean Mosley <smosley@waterbury.k12.ct.us>; JADE LEE GOPIE <jgopie@waterbury.k12.ct.us>; Insurance Requests <InsuranceRequests@waterburyct.org>  
**Subject:** RE: Req for Limits for CHC MOU

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Hello Jerry,

I see that you have stated the program will run in a group setting with multiple adults present – are these adults including any City staff members or just the vendor? If City staff members are they going to be present and with the vendor the entire time while in our schools?

~ Crystal Burr  
Administrative Associate III  
Finance Department / Risk Management  
235 Grand Street  
Waterbury, CT 06708



203-574-6840 ext. 7067

Fax: 203-753-6831

From: JERRY GAY

<jerry.gay@waterbury.k12.ct.us<mailto:jerry.gay@waterbury.k12.ct.us>>

Sent: Wednesday, March 22, 2023 12:08 PM

To: Insurance Requests

<InsuranceRequests@waterburyct.org<mailto:InsuranceRequests@waterburyct.org>>

Cc: Sean Mosley <smosley@waterbury.k12.ct.us<mailto:smosley@waterbury.k12.ct.us>>;

JADE LEE GOPIE <jgopie@waterbury.k12.ct.us<mailto:jgopie@waterbury.k12.ct.us>>

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Sean Mosely, VP at the Early College HS can provide additional details on the program, if needed.

Thank You,

Jerry Gay, Contracts Manager

Waterbury Board of Education

236 Grand Street, Rm 263

Waterbury, CT. 06702

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jerry.gay@waterbury.k12.ct.us<mailto:jerry.gay@waterbury.k12.ct.us>

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# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #14.1

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the College Board Agreement (CB-00034112) with College Board to provide SpringBoard High School English Language Arts Curriculum including print and online instructional materials and professional learning, subject to any non-substantive changes approved by the Corporation Counsel's office:



# WATERBURY PUBLIC SCHOOLS

Date: March 27, 2023

To: Waterbury Board of Education  
Waterbury Board of Aldermen  
Mayor Neil M. O'Leary

Amendment Consistency College Board's College Readiness and Success Contract #: CB-00026909

The WPS Department of Secondary English is seeking to extend our current contract with College Board. Through this contract, we've purchased online and hardcopies of textbooks (Springboard) for the following English classes: English 9, English 10, English 11, English 12

The original contract expired in April of this year. Since the school year extends through June, we are adding an additional two months to the contract for that time period. In addition, we are extending the contract for one full year, through the 2023-2024 school year. Extending the contract will support students by continuing our use of rigorous texts focusing on the development of essential skills in both close reading and argumentative writing. The amendment also includes in-person, Purposeful Planning professional development sessions that will further support ELA teachers who have been building their own teaching practices through the use of these materials.

The details of this contract amendment are as follows:

- Original date of Contract – July 1, 2020
- Extension time – until June 30, 2024
- Extension cost – \$110, 435.76
- Scope of Work – Provides textbooks (both digital and hard copies)
- Funding Source: Alliance Grant

This amendment is consistent with the scope of services of the original procurement. If there is any additional information you need, please let me know,

Sincerely,

A handwritten signature in black ink, appearing to be 'J. O'Leary', is written below the 'Sincerely,' text.



**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00034112**

This Addendum #1 to the College Board Enrollment Agreement dated July 1, 2020, (referred to in this Addendum as "Agreement") is made and entered into by and between College Board, a New York corporation ("College Board") and Waterbury Public School District, ("Client"). Capitalized terms not defined herein have the meanings ascribed to them in the Agreement.

The parties hereto, intending to be legal bound hereby agree to the following:

1. **DELIVERABLES:** The agreement shall be amended to add the following Deliverable(s): **District wishes to extend their contract for an additional year with a term date ending June 30, 2024**, pursuant to the Schedule and Enrollment Budget, attached hereto and incorporated herein by this reference.
2. **BUDGET SCHEDULE:** The budget schedule shall be deleted in its entirety and the new budget schedule is hereby attached and incorporated herein by this reference.
3. **INCORPORATION BY REFERENCE:** Other than the changes set forth in the preceding paragraphs, all terms and conditions of the Agreement remain in full force and effect. Where there is a conflict between the Agreement and this Addendum, the provisions of this Addendum shall supersede and replace the conflicting terms and conditions of the Agreement. This Addendum, together with the Agreement, and any previous addendums, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the date signed below by an authorized representative.

**WATERBURY PUBLIC SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COLLEGE BOARD**

DocuSigned by:

*Jeremy Singer*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeremy Singer

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
03/28/2023

\_\_\_\_\_  
Date





CollegeBoard		SpringBoard		
<b>Waterbury Public Schools</b> <b>3 Year Budget Schedule</b> <b>SUMMARY FOR INITIAL TERM (2020-2024)</b>				
<b>Summary of Costs &amp; Savings</b>	<b>Fees</b>	<b>Cost Savings to District</b>	<b>District Cost*</b>	
<i>Instructional Materials</i>	\$ 430,588.70	\$ -	\$ 430,588.70	
<i>Shipping and Handling</i>	\$ 45,312.87	\$ 33,357.76	\$ 11,955.11	
<i>Teacher Resources</i>	\$ 22,540.00	\$ 22,540.00	\$ -	
<i>Professional Learning</i>	\$ 16,400.00	\$ 16,400.00	\$ -	
<b>Total Cost of Implementation</b>	<b>\$ 514,841.57</b>	<b>\$ 72,297.76</b>	<b>\$ 442,543.81</b>	
<i>*All applicable tax will be billed on a year over year basis.</i> Instructional Materials include a 3-year license term along with an annual delivery of consumable student and teacher editions. The College Board shall invoice Client for the total District Cost, which Client may pay to the College Board in 3 annual equal installments or Client will pay the College Board for the total District Cost.				
<b>Payment Schedule</b>				
<b>Year #</b>	<b>Year</b>	<b>Total Cost</b>		
Year 1	2020-2021	\$ 110,702.68		
Year 2	2021-2022	\$ 110,702.68		
Year 3	2022-2023	\$ 110,702.68		
Year 4	2023-2024	\$ 110,435.76		
The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement. The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement.				
<b>Instructional Materials &amp; Teacher Resources</b>				
<b>Student Editions</b>	<b>ISBN</b>	<b>Price Per Unit</b>	<b>Year 1 2020-21</b> <b>Year 2 2021-22</b> <b>Year 3 2022-23</b> <b>Year 4 2024-25</b>	<b>District Cost</b>
English I - 2021©	978-1-4573-1295-3	\$54.65	1700	\$ 92,905.00
English II - 2021©	978-1-4573-1296-0	\$54.65	1500	\$ 81,975.00
English III - 2021©	978-1-4573-1297-7	\$54.65	1500	\$ 81,975.00
English IV - 2021©	978-1-4573-1298-4	\$54.65	1200	\$ 65,580.00
English I - 2021©**	978-1-4573-1295-3	\$18.22	0	\$ 26,145.70
English II - 2021©**	978-1-4573-1296-0	\$18.22	0	\$ 14,120.50
English III - 2021©**	978-1-4573-1297-7	\$18.22	0	\$ 19,950.90
English IV - 2021©**	978-1-4573-1298-4	\$18.22	0	\$ 15,851.40
English I - 2021© Digital**	Digital	\$16.37	0	\$ 2,455.50
English II - 2021© Digital**	Digital	\$16.37	0	\$ 13,505.25
English III - 2021© Digital**	Digital	\$16.37	0	\$ 8,266.85
English IV - 2021© Digital**	Digital	\$16.37	0	\$ 7,857.60
**Quantities reflected in the 2023-24 amendment.				



Teacher Editions	ISBN	Price Per Unit	Year 1 2020-21						Cost Savings to District
Grade 9 - 2021©	978-1-4573-1288-5	\$98.00	34						\$ 3,332.00
Grade 10 - 2021©	978-1-4573-1289-2	\$98.00	25						\$ 2,450.00
Grade 11 - 2021©	978-1-4573-1290-8	\$98.00	28						\$ 2,744.00
Senior English - 2021©	978-1-4573-1291-5	\$98.00	28						\$ 2,744.00
Novel/DVDs		\$2,992.59	1						\$ 2,992.59
Teacher Editions	ISBN	Price Per Unit	Year 1 2020-21						Cost Savings to District
Grade 9 - 2021©**	978-1-4573-1288-5	\$98.00	34						\$ 3,332.00
Grade 10 - 2021©**	978-1-4573-1289-2	\$98.00	25						\$ 2,450.00
Grade 11 - 2021©**	978-1-4573-1290-8	\$98.00	28						\$ 2,744.00
Senior English - 2021©**	978-1-4573-1291-5	\$98.00	28						\$ 2,744.00
<b>**Quantities reflected in the 2023-24 amendment.</b>									
Professional Learning		Price	Year 1 2019-20	Year 2 2020-21	Year 3 2021-22	Year 4 2022-23	Year 5 2023-24		Cost Savings to District
Purposeful Planning for Your Course		\$4,100	0				4		\$ 16,400.00

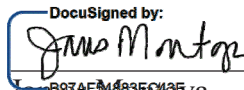
CORPORATE RESOLUTION

I, Jim Montoya, Chief of Membership, Governance & Higher Education of the College Board, a corporation organized and existing under the laws of the State of New York, hereby certify that the following is a full and true copy of a resolution adopted at a meeting of the Board of Trustees of The College Board, held on the January 13, 2023.

Resolved that **Jeremy Singer** is authorized as of January 13, 2023 to make, execute and approve on behalf of the College Board, any and all contracts and to execute and approve on behalf of The College Board other instruments, a part of or incident to such contracts; effective until otherwise ordered by the Board of Trustees.

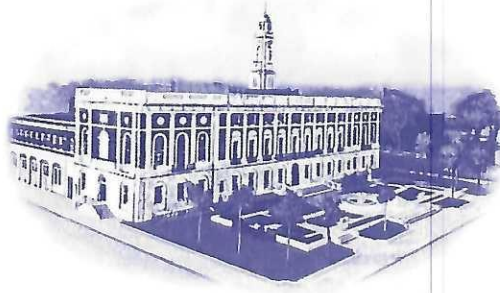
I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, or repealed and is now in full force and effect.

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of College Board on this 28th day of March 2023.**

DocuSigned by:  
  
B97AFM483FCW3E  
James Montoya,  
Chief of Membership, Governance & Higher Edu., Secretary




KEVIN McCaffery  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Jennifer K. Sarja, Supervisor of Secondary Reading & Language Arts 6-12

From: Kevin McCaffery, Director of Purchasing 

Subject: Waiver Request – Amendment #1 to Contract CB-00026909 for Physical and Digital Textbooks for English with CollegeBoard and the City of Waterbury

Date: February 22, 2023

---

I have reviewed the information provided by Jennifer Sarja, Supervisor of Secondary Reading & Language Arts 6-12, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

- (B) (1) The amendment is consistent with the scope of the original procurement.
- (2) Soliciting qualifications, proposals or competitive bids for purchase would:
- (a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment to the contract with the above-mentioned vendor.



Date: February 14, 2023

To: Kevin McCaffery  
Purchasing Director

Re: Amendment Consistency College Board's College Readiness and Success Contract #: CB-00026909

Dear Kevin,

Waterbury Public Schools executed the multi-year contract listed above for physical and digital textbooks for English for the high schools. I respectfully request that the contract be amended to enable us to extend the contract for an additional 14 months at a cost of \$121,072.88.

This amendment is consistent with the scope of services of the original procurement. Issuing another RFP at this time would not allow for adequate analysis and professional development for a new textbook prior to the new school year, resulting in unprepared teachers.

The department requests your written permission, as Director of Purchasing under Section 38.073 of the Waterbury Procurement Ordinance, to amend the College Board contract to increase the amount of the contract to enable us to use their textbook for an additional year.

If there is any additional information you need, please let me know,

Sincerely,



**Jennifer K. Sarja**  
Supervisor of Secondary Reading & Language Arts 6-12  
Waterbury Public Schools  
[jennifer.sarja@waterbury.k12.ct.us](mailto:jennifer.sarja@waterbury.k12.ct.us)  
236 Grand Street | Waterbury, CT 06702  
O: (203) 574-8088 | Ext: 11276 |

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.





This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address 250 Vesey Street  
New York, New York 10281  
United States

Created Date 2/16/2023  
Expiration Date 3/31/2023  
Quote Number 00049706

Prepared By Dave Manara  
Phone 212.520.8674  
Email dmanara@collegeboard.org  
Fax 646.607.2881

Contact Name Jennifer Sarja  
Email jennifer.sarja@waterbury.k12.ct.us

Bill To Name Waterbury Public School District  
Bill To 236 Grand Street  
Waterbury, Connecticut 06702  
United States

Product	Unit Price	Quantity	Subtotal	Total Discount Amount	Total Price	Line Item Description
SpringBoard ELA Grade 9 SE + Digital Access - 2021	\$19.95	1,435	\$28,628.25	\$0.00	\$28,628.25	
SpringBoard ELA Grade 9 Digital Access - 2021	\$18.70	15	\$280.50	\$0.00	\$280.50	
SpringBoard ELA Grade 9 TE - 2021	\$98.00	19	\$1,862.00	\$1,862.00	\$0.00	
SpringBoard ELA Grade 10 SE + Digital Access - 2021	\$19.95	775	\$15,461.25	\$0.00	\$15,461.25	
SpringBoard ELA Grade 10 Digital Access - 2021	\$18.70	825	\$15,427.50	\$0.00	\$15,427.50	
SpringBoard ELA Grade 10 TE - 2021	\$98.00	19	\$1,862.00	\$1,862.00	\$0.00	
SpringBoard ELA Grade 11 SE + Digital Access - 2021	\$19.95	1,095	\$21,845.25	\$0.00	\$21,845.25	
SpringBoard ELA Grade 11 Digital Access - 2021	\$18.70	355	\$6,638.50	\$0.00	\$6,638.50	
SpringBoard ELA Grade 11 TE - 2021	\$98.00	19	\$1,862.00	\$1,862.00	\$0.00	
SpringBoard ELA Grade 12 SE + Digital Access - 2021	\$19.95	870	\$17,356.50	\$0.00	\$17,356.50	
SpringBoard ELA Grade 12 Digital Access - 2021	\$18.70	380	\$7,106.00	\$0.00	\$7,106.00	
SpringBoard ELA Grade 12 TE - 2021	\$98.00	19	\$1,862.00	\$1,862.00	\$0.00	
SpringBoard PL Purposeful Planning	\$4,100.00	4	\$16,400.00	\$16,400.00	\$0.00	These 4 workshops are provided to the district as In-Kind Professional Learning services for your new and existing ELA teachers

Quote Owner Jeffrey Roth -- SRO  
Information

[www.collegeboard.org](http://www.collegeboard.org)





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Subtotal	\$136,591.75
Total Discount Amount	\$23,848.00
Total Price	\$112,743.75
Shipping and Handling	\$8,329.13
Grand Total	\$121,072.88

#### SpringBoard – Material Terms and Conditions (2022-2023)

Below are the terms and conditions for your use of SpringBoard®.

By acquiring College Board's SpringBoard® program, you ("Client" or "You") accept the terms of this Agreement. Should Client fail to comply with these requirements, College Board will terminate online access without liability. If Client subscribes to SpringBoard pursuant to a separate written contract or order form with College Board ("CRS Agreement"), the terms of the separate written CRS Agreement between College Board and Client for SpringBoard supersede the terms contained herein to the extent they conflict with any terms in this Agreement.

**SpringBoard® Program Overview.** College Board's SpringBoard Program, a proprietary program that helps prepare 6th through 12th grade students to succeed at college-level work, includes student and teacher editions, a website license to SpringBoard Digital and professional learning, workshops, coaching services and institutes, that feature rigorous standards, instructional resources, and formative assessments in mathematics and/or English language arts through a web-supported, integrated program (the "SpringBoard Program").

**License Grant.** The following licenses are referred to herein collectively as the "Licenses".

**Site License.** College Board hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the Term of this Agreement to access and use the SpringBoard website ("SpringBoard Digital") and to allow each of the participating schools (the "Schools") to use SpringBoard Digital and to use all content available on SpringBoard Digital in print or otherwise provided to Client via a College Board URL designated with the Client's name. Access to SpringBoard Digital is for the sole purpose of improving teaching and learning of students in the grades designated by Client in mathematics and/or English language arts within the Schools.

**Schools' Compliance with License Terms.** Client shall be responsible for the Schools' compliance with the terms of all Licenses.

**Access to SpringBoard.** Schools will access the products (e.g. ELA for grade 10) licensed on SpringBoard Digital via the SpringBoard URL. Client understands and agrees that there is a risk of interruption to websites. SpringBoard Digital Access will be provided based on the products that were ordered for/delivered to that specific school/institution within a particular district. Additionally, the website may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. College Board may change the technical functionality of the website at any time upon notice (where reasonable) to Client to the extent necessary to address technical and other business needs of College Board.

**Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the website available for use by third parties or use the website for the benefit of any third party; (b) copy, reproduce, modify, adapt, translate or create any derivative works from the website; (c) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the website; or (d) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all students and teachers comply with the terms of this Schedule. If Client violates any of the provisions hereof, College Board shall have the right to terminate your right to use of SpringBoard Digital, without waiver of any other remedy, whether legal or equitable.

**Service Providers.** College Board maintains a relationship with and has agreements with certain vendors ("Service Provider(s)") for access to some of the services and tools offered through SpringBoard Digital. Client acknowledges and agrees that the information that is uploaded to SpringBoard Digital will be accessible to the applicable Service Provider for the sole purpose of providing those services to Client. Please be aware that any information supplied to Service Provider is subject to their security and privacy policies. College Board encourages Client to read the policies of Service Provider, because their privacy practices may differ from College Board's practices.

**Client Obligations.** Client shall provide certain information on the participating students in the Schools for the SpringBoard Program ("Registration Information"). Unless College Board otherwise directs, the Registration Information shall include each student's first and last name, grade, class section (by teacher name), school and district. At no additional cost to Client, Client may use a third party to upload and manage the Registration Information for students participating in the SpringBoard Program. Client and the third party shall enter into a separate written agreement documenting this arrangement. Client may also choose to manually update the Registration Information directly on the SpringBoard Site.

Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with the SpringBoard Program. Client shall obtain any and all consents necessary for students to participate in the SpringBoard Program, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for the SpringBoard Program in accordance with 34 C.F.R. 99.31(a)(6)(i).





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Client shall notify College Board of any changes to school participation, student edition orders and License orders, as applicable. College Board may delay and/or withhold furnishing student editions until Client confirms the student edition order. Client shall be responsible for removing access to SpringBoard Digital for any personnel who no longer should have access to SpringBoard Digital, or promptly notifying College Board to request removal of any such access.

**Client Representations.** Client has designated as "directory information" for purposes of FERPA, a student's name, the most recent educational agency or institution attended, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent the Registration Information includes only such directory information, College Board may redisclose the Registration Information in accordance with the Privacy Policy without the consent of the parent or student eighteen (18) years of age or older. To the extent that the Registration Information or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to College Board consistent with FERPA and other applicable law and policy.

**General Disclaimer.** COLLEGE BOARD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS' AFFILIATES FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR ITS' AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM. IN NO EVENT WILL COLLEGE BOARD AND ITS AFFILIATES HAVE ANY LIABILITY TO PURCHASER IN CONNECTION WITH THIS AGREEMENT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. TO THE EXTENT ALLOWED BY LAW, PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, COLLEGE BOARD AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS AGREEMENT BY CLIENT

**Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMS, videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

**Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Agreement, including the terms of this Agreement, is confidential ("Confidential Information"), and except as otherwise expressly provided in this Agreement, neither party will authorize or permit the other party's Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such

**Data Protection.** College Board shall take actions to ensure the security and confidentiality of Confidential Information. College Board assures Client that College Board employs security controls designed to secure and protect personally identifiable information in a manner consistent with industry standards. College Board shall maintain the Registration Information (defined above) that may be obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit such data except as necessary to fulfill the purpose of the original request.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used student records received from or on behalf of Client, Parents or Adult Students as determined by College Board. College Board shall host content on SpringBoard Digital in a secure server environment that uses a firewall and other advanced technology designed to prevent interference or access from outside intruders. Where applicable, SpringBoard Digital will require unique account identifiers, usernames and passwords that must be entered each time a Client or user signs on.

College Board warrants that all student records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When SpringBoard Digital is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information while in transit, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. College Board may use de-identified data to improve the SpringBoard Program, to demonstrate the effectiveness of the SpringBoard Program, and for research or other purposes related to developing and improving the SpringBoard Program. College Board will share de-identified data with a third-party organization Adobe for the purpose of site analytics data. College Board's use of such de-identified data will survive termination of this Agreement.

**Security Measures.** To ensure the security and confidentiality of confidential records College Board shall designate an employee responsible for the training and compliance of all College Board employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Agreement. College Board warrants that the confidentiality requirements and security measures identified in this Agreement will be extended by contract to any and all subcontractors used by College Board, if any, to execute the terms of this Agreement. College Board





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will use appropriate and reliable storage media, regularly backup student records and retain such backup copies for the duration of this Agreement and as defined by College Board. The Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board warrants that all student records will be stored in the United States where technically feasible and reasonable as determined solely by College Board. Client acknowledges that in some cases College Board may not be able to restrict the location of data due to limitations within the cloud hosting service provider capabilities.

**Notice.** In the event of an unauthorized disclosure of student records which have been distributed or received in connection with this Agreement, Client and College Board agree to notify the other party, fully investigate the incident and fully cooperate with any investigation of the incident, implement remedial measures and respond in a timely manner. Such notification shall be promptly performed as information becomes available but not greater than thirty (30) calendar days immediately upon becoming aware of: (1) a confirmed compromise of student records, or of (2) circumstances that could have reasonably resulted in an unauthorized access to or disclosure of these student records. Both Client and College Board acknowledge that in the event of an unauthorized disclosure computer forensics teams may require many days, weeks or even months to fully ascertain the details surrounding the disclosure which may delay prompt notification within the 30 calendar day requirement.

Where information is available, Client shall notify the parent or adult student of: (1) the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.); (2) the specific student records that were used or disclosed without authorization where possible; (3) what College Board and Client have done or will do to mitigate any effects of the unauthorized use or disclosure; and (4) what corrective action College Board and Client have taken or will take to prevent future occurrences. Except as otherwise required by law, College Board will not provide notice of the incident directly to the parent or adult student whose student records were involved, regulatory agencies, or other entities, without prior written permission from Client.

**Use of Cookies.** A cookie is a small text file placed on your computer's hard drive when you visit a website. The cookie gives you a unique, random ID, and this ID enables our website(s) to readily recognize each user on a subsequent visit to the site(s). For example, a cookie may indicate the preferences you selected on a prior visit. This facilitates more efficient browsing on subsequent visits, by using your preferences to customize the content and/or layout of our site(s). College Board may use cookies in this fashion. Visitors are free to set their Web browsers to prevent the acceptance of cookies. However, subscribers of SpringBoard Digital must enable cookies to access certain areas. Be aware that College Board website cookies do not contain personally identifiable information. Some Service Providers use cookies on College Board site(s). College Board has no access to or control over these cookies. This privacy statement covers the use of cookies by College Board website(s) only and does not cover the use of cookies by any third-party providers.

**Content Revision.** College Board reserves the right to update the content of SpringBoard Digital, Products, Services and deliverables. If significant revisions are made to any Product, furnished under this Agreement then Client shall receive the most recent version of the Product. This shall only apply to future years from the revision date of the Product's furnished under this Agreement.

#### **Proprietary Rights.**

The College Board and its Service Providers have expended substantial time, effort, and funds to create the website(s) and SpringBoard Digital. Client acknowledges and agrees that the College Board or College Board affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in SpringBoard Digital and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, "Content") provided by the website(s). Certain materials specifically designated as belonging to another party are not owned by the College Board. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Schedule without express written permission of the College Board or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the College Board's copyrights and other proprietary rights. Use of the Content on any other website (including, without limitation, internal websites and social media sites) or other networked computer environment is prohibited without prior written permission from the College Board. **Client agrees not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the SpringBoard Program, use of the SpringBoard Program, or access to the SpringBoard Program.**

Client agrees and acknowledges that Workshops and Products, including, but not limited to, training notes, and materials and booklets provided to participants, including all copies thereof, are the sole and exclusive property of College Board. Copying, disseminating or posting any SpringBoard Program material on Client's internal or any external website, including social media sites, or creating and sharing derivative works of the materials is a breach of Client's agreement with College Board and College Board's intellectual property rights. Client may solely use the Products described herein for the professional development and coaching services provided by College Board in connection with Workshop participants' knowledge and use of the SpringBoard Program.

Except for the license expressly granted herein, Client shall have no rights to or other interests in SpringBoard Digital, materials or Content. College Board reserves all rights not explicitly granted to Client under this Schedule.

**Client agrees that it shall not post any SpringBoard Program material on Client's internal or any external website and shall advise all SpringBoard Program teachers and students that posting any such material, including answers to any questions on SpringBoard Digital or in SpringBoard student or teacher editions is a violation of the College Board's copyright. Client agrees that it shall not offer for resale and shall advise its teachers and administrators not to offer.**

**Force Majeure.** Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, pandemic, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.





**This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.**

**Payment.** This Agreement supersedes any conflicting terms and conditions contained in Client's purchase order. Client shall pay all shipping charges including any additional fees for expedited shipping requested by Client. Client may return or exchange, at Client's expense, consumable editions which are in new condition and have not yet been used up to thirty (30) days after receipt. College Board will issue refunds within thirty (30) days upon receipt of the returned editions for accounts that have been paid.

Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Schedule, unless Client is exempt from such taxes as the result of Client's corporate or government status. Client shall furnish College Board with a valid tax exemption certificate.

Signature (must be hand-signed):

Date:

Please return hand-signed quote accompanied by  
purchase order or  
copy of check to:

Email – [springboardorders@collegeboard.org](mailto:springboardorders@collegeboard.org)  
/ Fax: 646.607.2881

**CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_3\_)  
Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

**SpringBoard ELA 9.10.11,12**

(Service or Commodity Covered by Contract)

**May 1, 2020 through April 30, 2023**

(Term of Contract)

=====

**PSAT/NMSQT, PSAT 10, PSAT 8/9, SAT School Day**

(Service or Commodity Covered by Contract)

**July 1, 2022 through June 20, 2023**

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_3\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_3\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

0

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

-----

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐




1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_ College Board \_\_\_\_\_  
(Name of Company, if applicable)

  
\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

3/21/23  
\_\_\_\_\_  
Date

\_\_\_\_ Jeremy Singer \_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

College Board  
250 Vesey Street  
New York, NY 10281

Print Name and Title of Authorized Representative:

Jeremy Singer, President

Signature of Authorized Representative:



Date: 3/21/2023



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of New York

SS.: \_\_\_\_\_

County of New York

Jeremy Singer, being  
first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President** of College Board (Contractor's Name),  
the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1CB-00034097	SB Materials	N/A	Materials	N/A
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1N/A none		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1None		The College Board is a non-for-profit organization, and we do not have stocks	
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1None				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1None		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**For Corporation**

DocuSigned by:

*Leslie Davis*

Witness 1DE49A...

**Leslie Ware**

Director, Contracts & RFP Admin.

Jeremy Singer, President  
Name of Corporate Signatory

250 Vesey Street, New York, NY 10281  
Address of Business

Affix  
Corporate  
Seal



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: [Signature]  
Name of Authorized Corporate Officer

Its: President  
Title

State of New York )  
 ) SS

County of Kings )

Jeremy Singer being duly sworn,  
deposes and says that he/she is President of College Board and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 21 day of March 2023.

My Commission Expires: July 21, 2024  
Robyn L. Zeller (Notary Public)

ROBYN L. ZELLER  
NOTARY PUBLIC, State of New York  
No. 01ZE6190251  
Qualified in Kings County  
Term Expires: July 21, 2024

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 3/23/2023

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

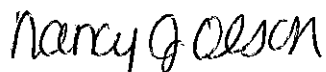
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As of this date, the records in the Tax Collector's Office indicate that the following **are not delinquent**.

College Board  
Jeremy Singer  
250 Vesey St.  
New York, NY 10281

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Conner Strong &amp; Buckelew</b> <b>TRIAD1828 CENTRE</b> <b>2 Cooper St</b> <b>Camden, NJ 08102</b>	<b>CONTACT NAME:</b> Timothy Costello <b>PHONE (A/C, No, Ext):</b> 856-479-2132 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> tcostello@connerstrong.com														
<b>INSURED</b> <b>College Board</b> <b>250 Vesey Street</b> <b>New York, NY 10281</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The First Liberty Insurance Corporation	33588	INSURER B : Liberty Mutual Fire Insurance Company	23035	INSURER C : Liberty Insurance Corporation	42404	INSURER D : AIG Specialty Insurance Company	26883	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB6Z51292899023	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			AS2Z51292899033	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			TH7Z51292899063	01/01/2023	01/01/2024	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC7Z51292899013	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			021407690	01/01/2023	01/01/2024	\$10,000,000 Per Claim \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PN P10 & P8/9 agreement

The City of Waterbury and its Board of Education are included as Additional Insured on the above-referenced Commercial General Liability and Business Automobile Policies if required by written contract.

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Waterbury Public Schools</b> <b>Attn: Margaret Cherubini</b> <b>Chase Building</b> <b>236 Grad Street, 1st floor</b> <b>Waterbury, CT 06702-0000</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>W. Michael Tripp</i>
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## DESCRIPTIONS (Continued from Page 1)

A Waiver of Subrogation applies in favor of The City of Waterbury and its Board of Education on the above referenced Commercial General Liability, Business Automobile, and Workers' Compensation Policies if required by written contract and permitted by law.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #14.2

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the College Board Agreement (CB-00034126) with College Board to provide SpringBoard Secondary Math Curriculum including print and online instructional materials and professional learning, subject to any non-substantive changes approved by the Corporation Counsel's office:



# WATERBURY PUBLIC SCHOOLS

Date: March 27, 2023

To: Waterbury Board of Education  
Waterbury Board of Aldermen  
Mayor Neil M. O'Leary

Amendment Consistency College Board's College Readiness and Success Contract #: CB-00026909

The WPS Department of Secondary Mathematics is seeking to extend our current contract with College Board. Through this contract, we've purchased online and hardcopies of textbooks (Springboard) for the following math classes: Algebra I, Geometry, Algebra II, and Precalculus.

The original contract expired in April of this year. Since the school year extends through June, we are adding an additional two months to the contract for that time period. In addition, we are extending the contract for one full year, through the 2023-2024 school year. Extending the contract will support students by continuing our exploration of mathematics using real-world contexts. It will further support mathematics teachers who have been building their own teaching practices through the use of these materials.

The details of this contract amendment are as follows:

- Original date of Contract – July 1, 2020
- Extension time – Additional year, ending June 30, 2024
- Extension cost – \$66,316.00
- Scope of Work – Provides textbooks (both digital and hard copies)
- Funding Source – Alliance Grant

This amendment is consistent with the scope of services of the original procurement. If there is any additional information you need, please let me know,

Sincerely,



**Dr. Susan Miller**

Supervisor, Secondary Mathematics  
Waterbury Public Schools

[Susan.Miller@waterbury.k12.ct.us](mailto:Susan.Miller@waterbury.k12.ct.us)

236 Grand Street | Waterbury, CT 06702

O: (203) 574-8341 | Ext: 11263 | C: (303) 947-1087





**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00034126**

This Addendum #1 to the College Board Enrollment Agreement dated July 1, 2020, (referred to in this Addendum as "Agreement") is made and entered into by and between College Board, a New York corporation ("College Board") and Waterbury Public School District, ("Client"). Capitalized terms not defined herein have the meanings ascribed to them in the Agreement.

The parties hereto, intending to be legal bound hereby agree to the following:

1. **DELIVERABLES:** The agreement shall be amended to add the following Deliverable(s): **District wishes to extend their SpringBoard Math contract for an additional year with a term date ending June 30, 2024,** pursuant to the Schedule and Enrollment Budget, attached hereto and incorporated herein by this reference.
2. **BUDGET SCHEDULE:** The budget schedule shall be deleted in its entirety and the new budget schedule is hereby attached and incorporated herein by this reference.
3. **INCORPORATION BY REFERENCE:** Other than the changes set forth in the preceding paragraphs, all terms and conditions of the Agreement remain in full force and effect. Where there is a conflict between the Agreement and this Addendum, the provisions of this Addendum shall supersede and replace the conflicting terms and conditions of the Agreement. This Addendum, together with the Agreement, and any previous addendums, constitutes the entire understanding of the parties and cannot be further modified except by further written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the date signed below by an authorized representative.

**WATERBURY PUBLIC SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COLLEGE BOARD**

DocuSigned by:

*Jeremy Singer*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeremy Singer

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
03/28/2023

\_\_\_\_\_  
Date


**SpringBoard**
**Waterbury Public Schools**
**4 Year Budget Schedule**
**SUMMARY FOR INITIAL TERM (2020-2024)**

Summary of Costs & Savings	Fees	Cost Savings to District	District Cost*
Instructional Materials	\$ 363,530.00	\$ 99,797.00	\$ 263,733.00
Shipping and Handling	\$ 37,437.00	\$ 37,437.00	\$ -
Teacher Resources	\$ 10,840.00	\$ 10,840.00	\$ -
<b>Total Cost of Implementation</b>	<b>\$ 411,807.00</b>	<b>\$ 148,074.00</b>	<b>\$ 263,733.00</b>

\*All applicable tax will be billed on a year over year basis.

Instructional Materials include a 3-year license term along with an annual delivery of consumable student and teacher editions. The College Board shall invoice Client for the total District Cost, which Client may pay to the College Board in 3 annual equal installments or Client will pay the College Board for the total District Cost.

**Payment Schedule**

Year #	Year	Total Cost
Year 1	2020-2021	\$ 65,805.67
Year 2	2021-2022	\$ 65,805.67
Year 3	2022-2023	\$ 65,805.67
Year 4	2023-2024	\$ 66,316.00

The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement. The Cost Proposal, attached hereto as Attachment 1 and incorporated herein by this reference, sets forth the quantities and detailed license costs for the Term of this Agreement.

**Instructional Materials & Teacher Resources**

Student Editions	ISBN	Price Per Unit	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	District Cost
Algebra 1 -2014©	978-1-4573-0151-3	\$49.95	1700	1700	1700		\$ 84,915.00
Geometry - 2015©	978-1-4573-0152-0	\$50.95	1500	1500	1500		\$ 76,425.00
Algebra 2 - 2015©	978-1-4573-0153-7	\$50.95	1500	1500	1500		\$ 76,425.00
Precalculus - 2015©	978-1-4573-0154-4	\$50.95	500	500	500		\$ 25,475.00
Algebra 1 -2014©**	978-1-4573-0151-3	\$18.95	0	0	0	1700	\$ 32,215.00
Geometry - 2015©**	978-1-4573-0152-0	\$19.45	0	0	0	1500	\$ 29,175.00
Algebra 2 - 2015©**	978-1-4573-0153-7	\$19.45	0	0	0	1500	\$ 29,175.00
Precalculus - 2015©**	978-1-4573-0154-4	\$19.45	0	0	0	500	\$ 9,725.00

\*\*Quantities reflected in the 2023-24 amendment.

Teacher Editions	ISBN	Price Per Unit	Year 1 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Cost Savings to District
Algebra 1 -2014©	978-1-4573-0158-2	\$94.00	5				\$ 470.00
Geometry - 2015©	978-1-4573-0159-9	\$98.00	5				\$ 490.00
Algebra 2 - 2015©	978-1-4573-0160-5	\$98.00	15				\$ 1,470.00
Precalculus - 2015©	978-1-4573-0161-2	\$98.00	2				\$ 196.00
Algebra 1 -2014©**	978-1-4573-0158-2	\$94.00	0	0	0	29	\$ 2,726.00
Geometry - 2015©**	978-1-4573-0159-9	\$98.00	0	0	0	25	\$ 2,450.00
Algebra 2 - 2015©**	978-1-4573-0160-5	\$98.00	0	0	0	25	\$ 2,450.00
Precalculus - 2015©**	978-1-4573-0161-2	\$98.00	0	0	0	6	\$ 588.00

\*\*Quantities reflected in the 2023-24 amendment.

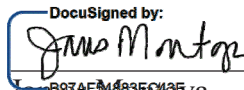
CORPORATE RESOLUTION

I, Jim Montoya, Chief of Membership, Governance & Higher Education of the College Board, a corporation organized and existing under the laws of the State of New York, hereby certify that the following is a full and true copy of a resolution adopted at a meeting of the Board of Trustees of The College Board, held on the January 13, 2023.

Resolved that **Jeremy Singer** is authorized as of January 13, 2023 to make, execute and approve on behalf of the College Board, any and all contracts and to execute and approve on behalf of The College Board other instruments, a part of or incident to such contracts; effective until otherwise ordered by the Board of Trustees.

I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, or repealed and is now in full force and effect.

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of College Board on this 28th day of March 2023.**

DocuSigned by:  
  
B97AFM483FCW3E  
James Montoya,  
Chief of Membership, Governance & Higher Edu., Secretary



**MAUREEN McCaULEY**  
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Dr. Susan Miller, Supervisor, Secondary Mathematics, Waterbury Public Schools

From: Maureen McCauley-Assistant Director of Purchasing

A handwritten signature in blue ink, appearing to read 'MM', is placed next to the name Maureen McCauley.

Subject: Waiver Request – Amendment # 1 to Contract for Physical and Digital Textbooks #CB-00026909 Between City of Waterbury and CollegeBoard

Date: February 16, 2023

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I have received the attached memo provided by Dr. Susan Miller, Supervisor, Secondary Mathematics, Waterbury Public Schools, concerning the above amendment.

The following does apply as per § 38.073 **AMENDMENTS TO CONTRACTS**

- (B) (1) The amendment is consistent with the scope of the original procurement.  
(2) Soliciting qualifications, proposals or competitive bids for purchase would:  
(a) Cause a hardship for the City of Waterbury

Therefore, it is in my opinion to proceed with the amendment to the contract between CollegeBoard and the City of Waterbury.



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_3\_)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

**SpringBoard ELA 9.10.11,12**

(Service or Commodity Covered by Contract)

**May 1, 2020 through April 30, 2023**

(Term of Contract)

=====

**PSAT/NMSQT, PSAT 10, PSAT 8/9, SAT School Day**

(Service or Commodity Covered by Contract)

**July 1, 2022 through June 20, 2023**

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_3\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_3\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

0

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

-----

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐


1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

\_\_\_\_ College Board \_\_\_\_\_  
(Name of Company, if applicable)

  
\_\_\_\_\_  
Signature of Individual (or Authorized Signatory)

3/21/23  
\_\_\_\_\_  
Date

\_\_\_\_ Jeremy Singer \_\_\_\_\_  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

College Board  
250 Vesey Street  
New York, NY 10281

Print Name and Title of Authorized Representative:

Jeremy Singer, President

Signature of Authorized Representative:



Date: 3/21/2023

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of New York

SS.: \_\_\_\_\_

County of New York

Jeremy Singer, being  
first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or President** of College Board (Contractor's Name),  
the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

       The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

**X** Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury



**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

  X   Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1None				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1CB-00034097	SB Materials	N/A	Materials	N/A
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1N/A none		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1None		The College Board is a non-for-profit organization, and we do not have stocks	
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1None				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1None		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**For Corporation**

DocuSigned by:

*Leslie Davis*

Witness 1DE49A...

**Leslie Ware**

Director, Contracts & RFP Admin.

Jeremy Singer, President  
Name of Corporate Signatory

250 Vesey Street, New York, NY 10281  
Address of Business

Affix  
Corporate  
Seal



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: [Signature]  
Name of Authorized Corporate Officer

Its: President  
Title

State of New York )  
 ) SS

County of Kings )

Jeremy Singer being duly sworn,  
deposes and says that he/she is President of College Board and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 21 day of March 2023.

My Commission Expires: July 21, 2024  
Robyn L. Zeller (Notary Public)

ROBYN L. ZELLER  
NOTARY PUBLIC, State of New York  
No. 01ZE6190251  
Qualified in Kings County  
Term Expires: July 21, 2024

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 3/23/2023

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

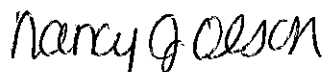
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As of this date, the records in the Tax Collector's Office indicate that the following **are not delinquent**.

College Board  
Jeremy Singer  
250 Vesey St.  
New York, NY 10281

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Conner Strong &amp; Buckelew</b> <b>TRIAD1828 CENTRE</b> <b>2 Cooper St</b> <b>Camden, NJ 08102</b>		<b>CONTACT NAME:</b> Timothy Costello <b>PHONE (A/C, No, Ext):</b> 856-479-2132 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> tcostello@connerstrong.com															
<b>INSURED</b> <b>College Board</b> <b>250 Vesey Street</b> <b>New York, NY 10281</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The First Liberty Insurance Corporation	33588	INSURER B : Liberty Mutual Fire Insurance Company	23035	INSURER C : Liberty Insurance Corporation	42404	INSURER D : AIG Specialty Insurance Company	26883	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB6Z51292899023	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			AS2Z51292899033	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			TH7Z51292899063	01/01/2023	01/01/2024	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC7Z51292899013	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			021407690	01/01/2023	01/01/2024	\$10,000,000 Per Claim \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PN P10 & P8/9 agreement

The City of Waterbury and its Board of Education are included as Additional Insured on the above-referenced Commercial General Liability and Business Automobile Policies if required by written contract.

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Waterbury Public Schools</b> <b>Attn: Margaret Cherubini</b> <b>Chase Building</b> <b>236 Grad Street, 1st floor</b> <b>Waterbury, CT 06702-0000</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>W. Michael Tripp</i>
---	--



## DESCRIPTIONS (Continued from Page 1)

A Waiver of Subrogation applies in favor of The City of Waterbury and its Board of Education on the above referenced Commercial General Liability, Business Automobile, and Workers' Compensation Policies if required by written contract and permitted by law.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #14.3

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement with Waterbury Youth Services, Inc. to provide Truancy Prevention Services, subject to any non-substantive changes approved by the Corporation Counsel's office:

**INTEROFFICE MEMORANDUM**

**To:** Board of Education and Board of Alderman

**From:** Lara D. White, Director of Equity and Inclusion

**Date:** April 6, 2023

**Subject:** **Approval Request and Executive Summary** – Contract for Waterbury Youth Services between City of Waterbury and Waterbury Youth Services.

The Director of Equity and Inclusion respectfully requests your approval of the above referenced contract in the amount of \$ \$88,887.00 for Waterbury student intervention and support services between the City of Waterbury and Waterbury Youth Services.

This contract is scheduled to be approved by the Board of Education on April 20, 2023.

Under Section 38.026 (5) of the Procurement Ordinance, Waterbury Youth Services is the only Youth Service Bureau for the City of Waterbury.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents, including Contract, Proposals, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Attachment

Cc: Board of Education

Attorney Allison Rzewuski, via email, w/o attachment

**AGREEMENT**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Waterbury Youth Services, Inc.**  
**for**  
**Truancy Prevention Services**

**THIS AGREEMENT** (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut and Waterbury Youth Services, Inc. ("WYS" or "Recipient"), located at 83 Prospect St., Waterbury, CT 06702, a duly registered State of Connecticut, non-profit corporation (jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, Waterbury Youth Services, Inc., represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and as such is eligible to apply for, and did apply for the "State Fiscal Years 2022-2023 Youth Service Bureau Grant," from the Connecticut Department of Children and Families (hereinafter "DCF"), pursuant to C.G.S §10-19o, for the grant period of July 1, 2022 through June 30, 2023 (hereinafter the "Grant"); and

**WHEREAS**, Pursuant to C.G.S §10-19o the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City's contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

**WHEREAS**, the Recipient has made application to the City, in a correspondence dated June 1, 2022, requesting a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2022 and ending June 30, 2023; and

**WHEREAS**, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S §10-19o. The City's obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient's award and receipt of Grant funds for fiscal year 2022-2023; and

**WHEREAS**, the City received notification that the Grant was awarded in the amount of \$88,887.00 for fiscal year July 1, 2022 to June 30, 2023.

**WHEREAS**, the City wishes to establish the terms and conditions under which it will make the matching grant funds and in-kind match available to the Recipient thereby enabling the Recipient to accomplish goals and further projects enumerated in its Grant narrative.

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

- 1. Scope of Services.** The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement, as well as all requirements set forth in the Grant by DCF and such



shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

**1.1.** The Project consists of services to be provided to the City of Waterbury youth which are further set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- 1.1.1** Connecticut Department of Children and Families ("DCF") "State Fiscal Year 2022-23 Youth Service Bureau Grant Application," dated August 25, 2021 (incorporated herein by reference);
- 1.1.2** Scope of Services, (consisting of 1 page);
- 1.1.3** Truancy Service Forms, entitled Forms A - C, (consisting of 7 pages);  
Form A – School Excessive Absence/Truancy Referral (Google Form)  
Form B- Waterbury Youth Service System Letter  
Form C – Official WYS Truancy Homevisit Form (Google Form) –WYS Referral to Service Provider, WYS Truancy Intervention Summary, and Intervention and Assessment Log (formerly forms C-F)

**1.2.** The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2022-2023 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to proposed Grant expenses for the City's cash contribution as well as for the funds received under the Grant by the "recipient" from DCF.

**1.3.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Recipient.

**2. Recipient Representations Regarding Qualification and Accreditation.** The Recipient represents that, to the extent required by law, its employees are licensed and screened to perform the scope of work set forth in this Agreement. The Recipient further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement, including any supplementary work and the City relies upon these representations.

**2.1. Representations Regarding Personnel.** The Recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the

services required hereunder shall be performed by the Recipient under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations Regarding Qualifications.** The Recipient hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Recipient and/or its employees be licensed, certified, registered, or otherwise qualified with a criminal background check, the Recipient and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Recipient shall provide to the City a copy of the Recipient's licenses, certifications, registrations, etc.

### **3. Responsibilities of the Recipient.**

**3.1. Criminal Background Check and DCF Registry Check.** The Recipient shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Recipient shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Recipient shall not permit any person with a disqualifying criminal history to have direct contact with a student.

**3.2. Confidentiality/FERPA.** Recipient shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Recipient shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

**3.2.1** Any and all materials contained in City of Waterbury student files that are entrusted to Recipient or gathered by the Recipient in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Recipient shall be used solely for the purposes of providing services under this Agreement.

**3.2.2** Recipient acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City

Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Recipient and City shall comply with the requirements of said statute and regulations, as amended from time to time and Recipient agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Recipient has no authority to make disclosures of any information from education records. Recipient shall instruct its employees of their obligations to comply with FERPA.

**3.3. Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Recipient.

**3.3.1** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Recipient except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Recipient. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Recipient within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Recipient that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

**3.3.2** The Recipient shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

**3.3.3** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Recipient receives a request to review Student Data in the Recipient's possession directly from a student, parent, or guardian, the Recipient agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Recipient agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been

shared with the Recipient, and correct any erroneous information therein.

- 3.3.4 The Recipient shall take actions designed to ensure the security and confidentiality of student data.
- 3.3.5 The Recipient will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Recipient of a breach of Student Data, the Recipient shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 3.3.6 Student Data shall not be retained or available to the Recipient upon expiration of the Agreement between the Recipient and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Recipient after the expiration of such Agreement for the purpose of storing student-generated content.
- 3.3.7 The Recipient and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 3.3.8 The Recipient acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 3.3.9 The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

**3.4. Use of City Property.** To the extent the Recipient is required to be on City property to render its services hereunder, the Recipient shall have access to such areas of City property as the City and the Recipient agree are necessary for the performance of the Recipient's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Recipient may mutually agree. Recipient shall perform all services in full compliance with Local, State and Federal health and safety regulations. All services hereunder shall be performed in a safe manner. Recipient shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar



personnel of Recipient, City may, but shall not be required to, correct same at Recipient's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

**3.5. Publicity.** Recipient agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance, which approval will not be unreasonably or arbitrarily withheld. Nothing contained herein shall limit the Recipient's ability to fully comply with all applicable laws and regulations regarding compliance reporting including but not limited to federal and state tax information filing, responding to freedom of information regulations, if applicable, per requirements of governmental agencies and to comply with laws and regulations governing mandatory reporters and to comply with subpoenas and orders of Courts of competent jurisdiction.

**3.6. Standard of Performance.** All services, materials or equipment, shall conform in all respects with the requirements of all this Agreement. The standard of care and skill for all services performed by the Recipient shall be that standard of care and skill ordinarily used by other members of the Recipient's profession practicing under the same or similar conditions at the same time and in the same locality. The Recipient's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.7. Recipient's Employees.** The Recipient shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned and shall insure that staff assigned to services funded by this grant are qualified.

**3.8. Due Diligence Obligation.** The Recipient acknowledges its responsibilities to examine and to be thoroughly familiar with the City's requirements, including, but not limited to all requirements set forth in the 2022-2023 Grant by DCF. The Recipient hereby warrants and represents that prior to the submission of its application during the application process it reviewed or was afforded opportunity, by the City, to review, if applicable, all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Agreement and thereby warrants that:

**3.8.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal.

**3.8.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise.

**3.8.3** has familiarized itself with the nature and extent of the Contract Services, locality, and with all local conditions and Federal, State and Local laws,

ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

**3.8.4** agrees that the Attachment A Documents are sufficient in scope and detail to indicate and convey understanding of all the conditions for performance of the Work.

**3.9. Reporting Requirement.** The Recipient shall, at its own expense, provide to the City and the State of Connecticut a timely filed, certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the Recipient regardless of the source of said funds. Said statement shall be provided to the City within One Hundred Sixty (160) Days following the expiration of the Recipient's fiscal year during which grant funds were received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles and auditing standards. All audit reports, statements, and auditor's recommendations shall be available in their original form to the City. The Recipient represents that it shall permit the City or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the Recipient relating to the use of grant funds by the Recipient or to the Recipient's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the City to verify the amounts spent as well as that the Recipient only expended funds for allowable purposes. The records and accounts of the Recipient with respect to the Youth Services System State Grant, matching City Grant and any other Grant from the City shall be made available in the Recipient's business office for audit, upon request by authorized representatives of the City.

**3.9.1** The Recipient agrees that it shall preserve all of its records and accounts concerning the use of grant funds, or concerning the Recipient's compliance with the provisions of this contract for a minimum period of seven (7) years, or as required by law, whichever is longer, years after final payment under this contract. If any litigation, claim or audit is commenced before the expiration of the seven-year period, the records shall be retained until such suits, claims or audit findings have been resolved.

**4. Responsibilities of the City.** Upon the City's receipt of Recipient's written request, the City will provide the Recipient with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Recipient hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Recipient for the purpose of carrying out the services under this Agreement.

**5. Term.** The term of this Agreement shall be for the fiscal year commencing July 1, 2022 and terminating on June 30, 2023.

**6. Matching Funds.** The City's obligation to contribute a cash and in-kind match equal to the Grant awarded to the Recipient, is contingent upon the receipt of the Grant funds awarded to WYS for the 2022-2023 fiscal year in the amount of \$88,887.00.

**6.1. Cash Matching Funds.** Upon receipt of the Grant by WYS, the City shall provide the Recipient cash matching funds in the amount up to, Seventy-Five Thousand Five Hundred Dollars (\$75,500.00) which shall be allocated as follows:

**6.1.1** Fifty Thousand Five Hundred Dollars (\$50,500.00) to be allocated for services under the Truancy Program; and

**6.1.2** Twenty-Five Thousand Dollars (\$25,000.00) to be allocated for administrative support

**6.2.** The parties acknowledge that the amount of contribution from the City must be equal to the amount of the Youth Service Bureau Grant received by WYS. Therefore, the City's match is contingent upon the amount received in grant funds from the State of Connecticut.

**6.2.1** Upon Receipt of the Grant by WYS, the City's cash matching funds shall be paid to the Recipient as follows:

**6.2.1.1** An amount up to \$25,000.00 administrative support fee and an amount up to \$50,500.00 related to the truancy programs shall be paid upon execution of the Agreement.

**6.2.2** Provided, however, the City reserves the right, upon five (5) days written notice to the Recipient to disburse any or all grant funds made available hereunder directly to the vendors on behalf of the Recipient. Notwithstanding any other provision hereof, the City reserves the right, at its sole discretion, in the event of unforeseen financial difficulty or need, to cancel this Agreement or to terminate, reduce or otherwise modify either the schedule or amount of any subsequent payments authorized hereunder, at any time, without further obligation of any kind to the Recipient.

**6.2.3** The cash matching funds itemized in section (ii) above shall be paid upon submission and approval of an invoice from the Recipient to the City.

**6.3. In-Kind Match.** The City shall provide the Recipient with an in-kind match which is equivalent to the difference between the total amount of the Grant received and the cash match to be contributed by the City. The in-kind match may represent the partial salary and benefits of a City of Waterbury employee who will assist, participate or provide support to the Truancy Program as the in-kind match.

**6.4. Use of Funds.** The Recipient represents that it will use all grant funds received by it hereunder solely for purposes specified in this Agreement and Attachment A which is attached hereto and made part hereof and for no other purposes.

**6.5. Limitation of Payment.** Grant Funds payable to the Recipient is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Recipient's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Recipient's invoices shall reference the Grant approval by the City and be in a form and content required by the City.

**6.5.1** The Recipient and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Recipient in an amount equaling the sum or sums of money the Recipient and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Recipient's and/or its affiliate's real and personal tax obligations to the City.

**6.6. Review of Work.** The Recipient shall permit the City or its designee to review, at any time, all services performed under the terms of this Agreement at any stage of the work. The Recipient shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Agreement, settlement of claims or any other matter pertaining to the Recipient's Grant. The City shall not certify fees for payment to the Recipient until the City has determined that the Recipient has provided the service envisioned by the Grant and accepted by the City in accordance with the requirements of this Agreement.

**6.7. Application Costs.** All costs of the Recipient in preparing its application for said grant funds shall be solely borne by the Recipient and are not included in the compensation to be paid by the City to the Recipient under this Agreement or any other agreement.

**6.8. Payment for Services, Materials, Employees.** The Recipient shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Recipient shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this project. Before final payment is made, the Recipient shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

## **7. Indemnification.**

**7.1.** The Recipient shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and



against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. arising from or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses is caused in whole or in part by any willful or negligent act or omission of the Recipient, its employees, any sub-recipient, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**7.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Recipient or any employee of the Recipient, any sub-recipient, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Recipient or any sub-recipient under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**7.3.** The Recipient understands and agrees that any insurance required by this Agreement, or otherwise provided by the Recipient, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

## **8. Recipient's Insurance.**

**8.1.** The Recipient shall not commence work under this Agreement until all insurance required under this Section 8 has been obtained by the Recipient and such insurance has been approved by the City. The Recipient shall not allow any sub-recipient to commence work on any subcontract until all insurance required of any such sub-recipient has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**8.2.** At no additional cost to the City, the Recipient shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Recipient's obligation under this Agreement, whether such obligations are the Recipient's or sub-recipient or person or entity directly or indirectly employed by said Recipient or sub-recipient, or by any person or entity for whose acts said Recipient or sub-recipient may be liable.

**8.3.** The Recipient's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary/non-contributory insurance and the coverage and limits provided under the Recipient's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the

insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**8.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Recipient:

**8.4.1** General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence. \$1,000,000.00 per Occurrence; \$2,000,000 Aggregate, \$2,000,000 Products/ Completed Operations Aggregate;

**8.4.2** Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, non-owned vehicle including hired or non-owned vehicles. \$1,000,000.00 combined single limit (CSL);

**8.4.3** Workers' Compensation: Recipient shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut; Employer Liability (EL); \$1,000,000 EL Each Accident, \$1,000,000 EL Disease Each Employee; \$1,000,000 EL Disease Policy Limit

**8.4.4** Excess/Umbrella Liability \$1,000,000 each Occurrence, \$1,000,000.00 Aggregate;

**8.4.5** Professional Liability Insurance: \$1,000,000 each Wrongful Act, \$1,000,000.00 Aggregate;

**8.4.6** Sexual Abuse/Molestation: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. \$1,000,000.00 each Wrongful Act (or claim if claims made policy); \$1,000,000.00 Aggregate;

**8.5. Failure to Maintain Insurance.** In the event the Recipient fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Recipient's invoices for the cost of said insurance.

**8.6. Cancellation.** The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**8.7. Certificates of Insurance.** At the time the Recipient executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability."** The Recipient must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Third Floor.

**8.8.** Upon request the Recipient shall deliver to the City a copy of the Recipient's Certificate of Insurance, insurance policies, endorsements, and riders.

**9. This section intentionally left blank.**

**10. Waiver of Subrogation.** Recipient shall procure an appropriate clause in, or endorsement on, each of its policies for General Liability, Auto Liability and Workers' Compensation whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the City, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, Recipient hereby agrees that it will not make any claim against or seek to recover from City for any loss or damage to property of the type covered by such insurance.

**11. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Agreement, the Recipient represents and warrants that, at all pertinent and relevant times to the Agreement, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Recipient of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**11.1. Permits, Laws, Taxes and Regulations.** Permits and licenses necessary for the delivery and completion of the Recipient's work and services shall be secured in advance and paid by the Recipient. The Recipient shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**11.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Recipient for transactions required or necessitated hereunder between it and its sub-recipients, suppliers, etc. The Recipient remains liable, however, for any applicable tax obligations it incurs. Moreover, the Recipient represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

**11.3. Labor and Wages.** The Recipient and its sub-recipients shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**11.3.1** The Recipient is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Agreement.

**12. Discriminatory Practices.** In performing this Agreement, the Recipient shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each sub-recipient shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with sub-recipients shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**12.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**12.2. Equal Opportunity.** In its execution of the performance of this Agreement, the Recipient shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The Recipient agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all sub-recipients.



### **13. Termination.**

**13.1. Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of the Recipient, the Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Recipient under this Agreement shall, at the option of the City, become the City's property, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

**13.1.1** The City may (1) withhold payments under this Agreement to the Recipient (2) cancel, terminate or suspend this Agreement in whole or in part, (3) require the return of all or part of the grant paid to the Recipient hereunder.

**13.1.2** Notwithstanding the above, the Recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Recipient, and the City may withhold any payments to the Recipient for the purpose of setoff until such time as the exact amount of damages due the City from the Recipient is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Recipient. If this Agreement is terminated by the City as provided herein, the Recipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Recipient covered by this Agreement, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Recipient acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Recipient therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Recipient.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Recipient for the agreed to level of the products, services and functions to be provided by the Recipient under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Recipient, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Agreement shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Agreement.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Recipient for any lost or expected future profits.

**13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Agreement, for cause, the Recipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Recipient shall transfer all licenses to the City which the Recipient is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Recipient for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Recipient shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Recipient for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Recipient shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Recipient shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Recipient may negotiate a mutually acceptable payment to the Recipient for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

**13.4.3 Termination by the Recipient.** The Recipient may, by written notice to the City, terminate this Agreement if the City materially breaches, provided that the Recipient shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Recipient will be compensated by the City for work performed prior to such termination date and the Recipient shall deliver to the City all deliverables as otherwise set forth in this Agreement.

**13.4.4 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination, (i) the Recipient shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Recipient for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**13.5. Ownership of Instruments of Professional Services.** The City acknowledges the Recipient's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Agreement, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Agreement shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

**14. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**14.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

**14.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

- 14.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 14.4. strikes and labor disputes; and
- 14.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

**15. Subcontracting.** The Recipient shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Recipient's services. Any sub-recipient so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Recipient and shall name the City as an additional insured party and said sub-recipients shall deliver to the City a certificate of insurance evidencing such coverages. All sub-recipients shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Recipient from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**15.1.** The Recipient shall be as fully responsible to the City for the acts and omissions of the Recipient's sub-recipients, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Recipient.

**16. Assignability.** The Recipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Recipient from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**17. Audit.** The City, its representative, or designee, reserves the right to audit or examine, the Recipient's books of account in relation to this Agreement, the Youth Services Grant or any other program of the Recipient that is funded by the City any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Recipient shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

**18. Interest of Recipient.** The Recipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.



**19. Entire Agreement.** This Agreement shall constitute the complete and exclusive statement of the Contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and agreed to and executed by the City and the Recipient.

**20. Independent Recipient Relationship.** The relationship between the City and the Recipient is that of client and independent Recipient. No agent, employee, or servant of the Recipient shall be deemed to be an employee, agent or servant of the City. The Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-recipients during the performance of this Agreement. It is the express intention of the parties hereto, and the Recipient hereby agrees and covenants, that it and any and all third party(ies) and sub-recipient(s) retained by the Recipient hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Recipient relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Recipient or between the City of Waterbury and any third party(ies) or sub-recipient(s). Thus, the Recipient hereby covenants that it, its sub-recipient(s) and third party (ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, sub-recipients and third party(ies).

**21. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**22. Survival.** Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

**23. Conflicts or Disputes.** This Agreement represents the full and complete concurrence between the City and the Recipient and governs all disputes between them.

**23.1. Presumption.** This Agreement or any section thereof shall not be construed against any party due to the fact that the Agreement or any section thereof was drafted by such party.

**24. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Recipient agrees that it waives a trial by jury as to any and all claims, causes of action or

disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute or legal action, the Recipient shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

**25. Binding Agreement.** The City and the Recipient each bind themselves, and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**26. Waiver.** Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

**27. Governing Laws.** This Agreement, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**28. Notice.** Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Recipient, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Recipient: Waterbury Youth Services, Inc.  
Attn: James O'Rourke  
83 Prospect St.  
Waterbury, CT 06702

City: Director of Equity and Inclusion  
Waterbury Public Schools  
236 Grand St., 2<sup>nd</sup> Floor  
Waterbury, CT 06702

With a copy to: City of Waterbury  
Office of the Corporation Counsel  
235 Grant Street, 3<sup>rd</sup> Floor  
Waterbury, CT 06702

**29. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** The Person, Waterbury Youth Services (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Contract, including but not limited to the following:

**29.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**29.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**29.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a sub-recipient, the prime Recipient or higher tier sub-recipient or any Person associated therewith, under a Contract or Purchase Order to the City.

**29.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**29.5.** Upon a showing that a sub-recipient made a kickback to the City, a prime Recipient or a higher tier sub-recipient in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the Recipient. In addition, said value may also be recovered from the sub-recipient making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**29.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection (vi), the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note,

however, this subsection (vi) shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**29.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 29.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

**29.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 29.1.1-29.1.7.

**29.9.** The Recipient is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**29.10.** The Recipient hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's website: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [see link titled "The City of Waterbury- Code of Ordinances (Rev. 12/31/19)".

**29.11.** The Recipient is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1, "An Act Authorizing the Issuance of Certain Bonds by the City of Waterbury."

**29.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, applies to



all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**29.13. Interest of City Officials.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

**29.14. Prohibition against Contingency Fees.** The Recipient hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**29.15. Freedom of Information Act Notice.** Pursuant to State statute, in the event the total compensation payable to the Recipient set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Recipient records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**[Signature page to follow]**

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_  
Sign & Date  
Print name:

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_  
Sign & Date  
Print name:

Date: \_\_\_\_\_

WITNESSES:

WATERBURY YOUTH SERVICES, INC.

Dina Dudley 4/6/2023  
\_\_\_\_\_  
Sign & Date  
Print name:

By: \_\_\_\_\_  
James O'Rourke, Executive Director

Dina Dudley 4/6/2023  
\_\_\_\_\_  
Sign & Date  
Print Name:

Date: 4/4/2023

## **ATTACHMENT A**

- 1.** Connecticut Department of Children and Families (“DCF”) “State Fiscal Year 2022-23 Youth Service Bureau Grant Application,” dated August 25, 2021, consisting of 21 pages (incorporated herein by reference);
- 2.** Scope of Services, (consisting of 1 page, attached hereto);
- 3.** Truancy Service Forms, entitled Forms A - C, (consisting of 7 pages);
  - Form A – School Excessive Absence/Truancy Referral (Google Form)
  - Form B- Waterbury Youth Service System Letter
  - Form C – Official WYS Truancy Homevisit Form (Google Form) –WYS Referral to Service Provider, WYS Truancy Intervention Summary, and Intervention and Assessment Log (formerly forms C-F)

## SCOPE OF SERVICES

1. Waterbury Youth Services, Inc. (WYS) agrees to provide truancy prevention work with an adequate number of staff and supervisors who are trained and certified. Items detailed in this scope of service were agreed upon by WYS and the Director of Equity and Inclusions of Waterbury Public Schools. WYS staff shall work on each School Referral (Form A) that they receive from the Waterbury elementary, middle and high school administrators or their designees, attendance counselors or truancy specialists within 5 school days of receiving it. WYS agrees to provide the following services for each referral:
  - a. Within 24 hours of receiving the referral, WYS Truancy Case Manager will make a phone call, if the family is unresponsive, send a letter (Form B attached), and email the family.
  - b. An unannounced home visit must occur if there is no response from the family within 2 business days
  - c. Within 5 school days of the referral date, the case manager will notify the school admin and referral source of either
    - i. Contact made and any referrals/resources offered to the family or
    - ii. No contact made and a recommendation that WPS file a petition for educational neglect with DCF
  - d. An intake will occur and a follow-up 2 weeks after with completion of Homevisit Google Form (Form C attached) if contact is made with the family
  - e. A letter to family with information; (Form B attached)
  - f. Google Homevisit Form (Form C attached) will be completed for every attempted contact with families
2. WYS is required and agrees to follow all laws and rules regarding the confidentiality of student information as set forth in the Family Education Records Compliance Act (FERP A) and other federal and state laws regulating disclosure of confidential student information. WYS staff visits to the student's school are included in the scope of services and all school visits made by WYS agents or employees should be communicated with the School Principal or designated staff. WYS agrees to provide immediate notice of any serious problems relating to Waterbury students of which they become aware to the School Principal, Central Office Staff in Pupil Personnel, and the Director of Equity and Inclusion.
3. WYS agrees to not change any form agreed upon by the parties.
4. WYS shall submit Truancy Spreadsheet Data quarterly to the Pupil Personnel Office, Waterbury Public Schools, 236 Grand St., 1st Floor, Waterbury, CT 06702. In addition, the Truancy Homevisit Google Form will be emailed to the school official and/or attendance or truancy officer that referred the student to Waterbury Youth Services no later than 20 school days from the date of the original referral.



**FORM A**

**SCHOOL EXCESSIVE ABSENCE / TRUANCY REFERRAL**

**TO: WATERBURY YOUTH SERVICES, INC.**  
**83 Prospect Street, Waterbury, CT 06702**  
**Telephone: 203-5743-0264 Fax: 203-755-4835**  
**www.waterburyyouthservices.org**

Name of Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Address: \_\_\_\_\_ DOB: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Name of Parent /Guardian: \_\_\_\_\_

Ethnicity: Hispanic \_\_\_ Black \_\_\_ White \_\_\_ Multi Racial \_\_\_ Asian \_\_\_

Reason for referral:

\_\_\_\_\_  
\_\_\_\_\_

Actions taken by school:

\_\_\_\_\_  
\_\_\_\_\_

Other Agencies Involved with Student/Family: \_\_\_\_\_

**ATTENDANCE HISTORY (Complete 3 years)**

Date of Referral: \_\_\_\_\_ Date received by WYS: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School: \_\_\_\_\_ Principal Signature: \_\_\_\_\_  
School Code \_\_\_\_\_

**FORM B**

**[DATE]**

Re: **[NAME]**

**[ADDRESS]**

Waterbury, CT **[ZIP]**

**[GRADE / SCHOOL]**

Dear Parent/Guardian:

Welcome to Waterbury Youth Services, Inc. Your child, **[STUDENT]**, has been referred to our Truancy Prevention & Counseling Program by **[SCHOOL]** because of a high number of absences or tardies.

As his/her parent/guardian, you are an important part of your child's educational development and you know her/him best. We look forward to working with you to improve your child's attendance. On behalf of the Waterbury School System, Waterbury Youth Services, Inc. offers a free voluntary truancy program to help your child improve attendance.

I will be assisting your family. Please contact me, **[CM NAME]**, at 203-573-0264 extension **[\*\*\*]** within one week from the date of this letter. I am available Mondays-Fridays 9:00 a.m.-5:00 p.m. If I am unreachable, please leave your name and a working phone number so that I may return your call.

We are looking forward to working with you and your family.

Sincerely,

**[NAME]**

WYS Truancy Case Manager

## Form C

# Official WYS Truancy Homevisit Form

ALL FEILDS ARE REQUIRED. This form is required to be completed after every visit and phone call.

\* Required

1. **Which School: \***

*Mark only one oval.*

- ☐ Bunker Hill      *Skip to question 2*
- ☐ Carrington      *Skip to question 26*
- ☐ Chase      *Skip to question 50*
- ☐ Duggan      *Skip to question 74*
- ☐ Generali      *Skip to question 98*
- ☐ Gilmartin      *Skip to question 122*
- ☐ Hopeville      *Skip to question 146*
- ☐ Kingsbury      *Skip to question 170*
- ☐ Maloney      *Skip to question 194*
- ☐ NorthEnd      *Skip to question 218*
- ☐ Reed      *Skip to question 242*
- ☐ Regan      *Skip to question 266*
- ☐ Rotella      *Skip to question 290*
- ☐ Sprague      *Skip to question 314*
- ☐ State Street      *Skip to question 338*
- ☐ Tinker      *Skip to question 362*
- ☐ Walsh      *Skip to question 386*
- ☐ Waterbury Arts Magnet Middle      *Skip to question 410*
- ☐ Waterbury Arts Magnet High      *Skip to question 434*
- ☐ Waterbury Career Academy      *Skip to question 458*
- ☐ Washington      *Skip to question 482*
- ☐ Wendall Cross      *Skip to question 506*
- ☐ Woodrow Wilson      *Skip to question 530*
- ☐ Other: \_\_\_\_\_

**BUNKER HILL**



2. **DATE OF VISIT \***

\_\_\_\_\_  
*Example: January 7, 2019*

3. **TRUANCY CASE MANAGER \***

\_\_\_\_\_

4. **LOCATION OF VISIT \***

\_\_\_\_\_

5. **STUDENT NAME \***

\_\_\_\_\_

6. **STUDENT AGE \***

\_\_\_\_\_

7. **D.O.B \***

\_\_\_\_\_  
*Example: January 7, 2019*

8. **GRADE \***

\_\_\_\_\_

9. **FAMILY MEMBER NAME, EMAIL AND PHONE NUMBER \***

\_\_\_\_\_

10. **PREFERRED LANGUAGE \***

\_\_\_\_\_

11. **TYPE OF CONTACT \***

*Mark only one oval.*

☐ FACE TO FACE

☐ PHONE

12. **PLEASE DOCUMENT IF THIS IS YOUR 1ST, 2ND, 3RD OR MORE CONTACT \*  
WITH THE FAMILY**

\_\_\_\_\_

13. **IS THIS STUDENT IN DCF CARE? \***

*Mark only one oval.*

☐ YES

☐ NO

☐ Other: \_\_\_\_\_

14. **IS THE YOUTH ON PROBATION? \***

*Mark only one oval.*

☐ YES

☐ NO

☐ Other: \_\_\_\_\_

15. **DID THE FAMILY REQUEST ANY SUPPORT? \***

*Mark only one oval.*

☐ YES

☐ NO

☐ Other: \_\_\_\_\_

16. **IF YES, WHAT SUPPORT AND WHO WILL FOLLOW UP?**

---

---

---

---

---

17. **HOW MANY ABSENCES DOES THIS STUDENT HAVE? \***

---

18. **WHAT IS THE PRIMARY REASON/BARRIER/CONCERN THE STUDENT IS HAVING (TRUANCY RELATED) \***

---

19. **WHAT IS THE PRIMARY REASON/CONCERN/BARRIER THE PARENT/GUARDIAN IS HAVING (TRUANCY RELATED) \***

---

20. **WHAT IS THE PRIMARY REASON FOR THE STUDENT'S ABSENCES? \***

*Mark only one oval.*

- ☐ SCHOOL ENGAGEMENT
- ☐ HEALTH
- ☐ CHILD-CARE (SYUDENT NEEDED AT HOME TO CARE FOR SIBLING)
- ☐ TECHNOLOGY
- ☐ PANDEMIC RELATED CONCERNS
- ☐ BULLYING
- ☐ TRANSPORTATION
- ☐ Other: \_\_\_\_\_

21. **DID YOU REFER TO AN INTERNAL/EXTERNAL COMMUNITY AGENCY? IF \*  
YOU ANSWERED YES, PLEASE SPECIFY THE AGENCY**

*Mark only one oval.*

- ☐ INTERNAL
- ☐ EXTERNAL
- ☐ Other: \_\_\_\_\_

22. **IF YES, SPECIFY AGENCY INFORMATION HERE \***

\_\_\_\_\_

23. **WAS A FOLLOW-UP MEETING SCHEDULED? \***

*Mark only one oval.*

- ☐ YES
- ☐ NO
- ☐ Other: \_\_\_\_\_

**24. FOLLOW-UP SCHEDULED FOR? \***

*Example: January 7, 2019*

**25. ASSESSMENT \***

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---

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**CARRINGTON**

**26. DATE OF VISIT \***

*Example: January 7, 2019*

**27. TRUANCY CASE MANAGER \***

---

**28. LOCATION OF VISIT \***

---

**29. STUDENT NAME \***

---

**30. STUDENT AGE \***

---





## CORPORATE RESOLUTION

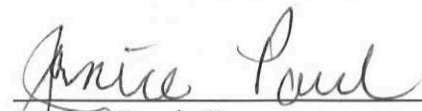
I, Janice Paul, hereby certify that I am the duly elected Secretary of the Waterbury Youth Services, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the governing Executive Committee of said corporation duly held on the 6th day of April 2023.

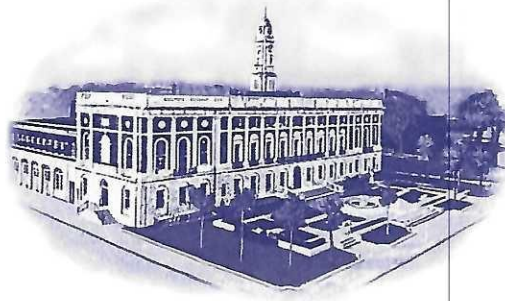
“It is hereby resolved that James M. O’Rourke is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof” within the scope and authority as Interim Executive Director.

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.


IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Waterbury Youth Services corporation this 6th day of April 2023.

  
\_\_\_\_\_  
Janice Paul, Secretary

**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Lara D. White, Director of Equity and Inclusion  
From: Kevin McCaffery, Director of Purchasing   
Subject: Sole Source for Waterbury Youth Services, Inc., Waterbury's Youth Service Bureau  
Date: January 31, 2023

---

After review of the memo dated January 31, 2023 indicating that Waterbury Youth Services, Inc is the only source providing services to the City's youth, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).



**INTEROFFICE**  
**MEMORANDUM**

**To:** Kevin McCaffery, Director of Purchasing  
**From:** Lara D. White, Director of Equity and Inclusion  
**Date:** January 31, 2023  
**Subject:** Sole Source procurement review of Waterbury Youth Services, Inc.,  
Waterbury's youth service bureau

Each year, the City enters in to a contract with Waterbury Youth Service s, In c., the only youth service bure au in the City. Und e r state statute, the City is required to pay its youth service bure au an amount which matches the g rant amount receive d by the youth service bure au from the CT Department of Children and Families.

Under Section 38 .0 26 (5) of the Procurement Ordinance, Waterbury Youth Service s, in c., is the only Youth Service Bureau for the City of Waterbury. Waterbury Youth Services received this grant of \$ 83,631 for this fiscal year. Section 10 - 19 0 of the Connecticut General Statutes requires Waterbury to match the DCF grant amount to Waterbury Youth Services, Inc. The contract provides for how the grant will be matched by the City.

Waterbury Youth Services provides m any services to the City's youth. The contract with the city re quire s Waterbury Youth Service s to provide truancy prevention services to students referred to them by Waterbury schools. State laws require interventions by the schools and community agencies to help re duce truancy. The City and Waterbury Youth Service s have established procedure s to follow with students referred by schools.

I respectfully request that you find that the contract between the City and Waterbury Youth Services, Inc. involve s a sole source, exempt from the procurement ordinance. Please fee! free to call me with any questions or if you need more in formation. Thank you for your consideration.

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**



(Service or Commodity Covered by Contract)

(Term of Contract)

---

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(Service or Commodity Covered by Contract)

(Term of Contract)

---

---

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

---

---

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202\_\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

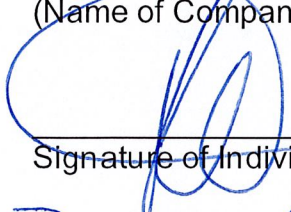
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Waterbury Youth Services, Inc  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

02/22/2023  
Date

James O'Rourke Interim Executive  
Print or Type Name and Title (if applicable) Director (management Agreement)

DELIVERED

| By Mail

☐

Hand-Delivered

☐



**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.  
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.  
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.  
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.  
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

*Waterbury Youth Services, Inc  
83 Prospect Street  
Waterbury, CT 06702*

Print Name and Title of Authorized Representative:

*James O'Rourke, Interim Executive Director*

Signature of Authorized Representative:

Date:

*02/22/2023*



# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Waterbury

County of New Haven

James O'Rourke, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Interim Exec. Director of Waterbury Youth Services, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X

Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	none			
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	none			
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1	none	
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

### For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

Deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

**For Corporation**

Witness \_\_\_\_\_

Waterbury Youth Services, Inc  
Name of Corporate Signatory

83 Prospect St. Waterbury, CT 06702  
Address of Business

Affix  
Corporate  
Seal

Diane Teixeira  
By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: President, Board of Directors  
Title

**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut )

) SS Waterbury

County of New Haven )

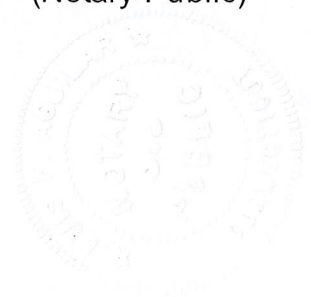
Diane Teixeira being duly sworn,  
deposes and says that he/she is President of Waterbury Youth Services and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 22nd day of Feb 2023.

Luis Aguilar

(Notary Public)

My Commission Expires: 11/30/2023



THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office  
**To:** Jerry Gay- Contract Manager  
Department of Education

**Date:** 2/24/23

**Subject:** Tax Clearance

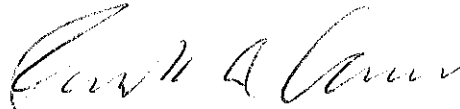
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As of this date, the records in the Tax Collector's Office indicate that the following is not *delinquent*.

Waterbury Youth Services System Inc.  
83 Prospect St.  
Waterbury, CT 06702

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



FAC/wmf

Frank A. Caruso, CCMC  
Revenue Collections Manager  
City of Waterbury



**CITY OF WATERBURY  
DEPARTMENT OF FINANCE – RISK MANAGEMENT  
CERTIFICATE OF INSURANCE REVIEW FORM**

**Contract Recipient or Vendor Name:** Waterbury Youth Services LLC

**Requesting Department:** BOE

**Department Contact:** Jerry Gay [jerry.gay@waterbury.k12.ct.us](mailto:jerry.gay@waterbury.k12.ct.us)  
Lara White [lara.white@waterbury.k12.ct.us](mailto:lara.white@waterbury.k12.ct.us)

**Description of work to be performed:** Truancy Prevention Services Agreement

**Estimated Contract Duration and End Date:** 1 year

---

**Date Reviewed:** 03/17/2023

**Insurance Certificate Term:** 04/22/2022 – 04/22/2023


**Payment / Performance Bond:**  
**Verification of Existence of Fidelity and Surety in CT**  
[https://portal.ct.gov/-/media/CID/1\\_Lists/licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf)

**Certificate Meets Insurance Specifications:** Yes

**Insurance Carrier A.M. Best Rating:** A-/7 or better

**Comments:**

**Approved:** Yes

 3-17-23  
\_\_\_\_\_  
**Risk Manager or Authorized Designee**



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC</b> <b>530 Preston Avenue</b> <b>Meriden, CT 06450</b> <b>855 874-0123</b>		<b>CONTACT NAME:</b> Kelli A Gibbs-Keefe, CISR <b>PHONE (A/C, No, Ext):</b> 518-861-2412 <b>FAX (A/C, No):</b> 610-537-4840 <b>E-MAIL ADDRESS:</b> kelli.gibbs-keefe@usi.com															
<b>INSURED</b> <b>Waterbury Youth Services, Inc.</b> <b>83 Prospect Street</b> <b>Waterbury, CT 06702</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B : Workers Compensation Trust (CT)</td> <td>NONE</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Co.	18058	INSURER B : Workers Compensation Trust (CT)	NONE	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																	
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INSURER E :																	
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2404225	04/22/2022	04/22/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2404225	04/22/2022	04/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB811319	04/22/2022	04/22/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	00975	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,500,000 E.L. DISEASE - EA EMPLOYEE \$2,500,000 E.L. DISEASE - POLICY LIMIT \$2,500,000
A	Professional Liab			PHPK2404225	04/22/2022	04/22/2023	\$1,000,000/\$3,000,000
A	Abuse/Molestation			PHPK2404225	04/22/2022	04/22/2023	\$1,000,000/\$3,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Truancy Program.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the City of Waterbury and its Board of Education, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability and Automobile Liability policies contain a special (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>The City of Waterbury</b> <b>Office of Community Development;</b> <b>235 Grand Street, Room C29</b> <b>Waterbury, CT 06702</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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## DESCRIPTIONS (Continued from Page 1)

endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation as required by written contract. The Umbrella Policy follows form of the General Liability and Automobile Liability. The General Liability policy includes a Corporal Punishment Endorsement.



## RISK MANAGEMENT

**Description of Project/Work/Services: Truancy Prevention Services Agreement**

The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

CITY OF WATERBURY  
DEPARTMENT OF FINANCE - RISK MANAGEMENT  
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at [rnickerl@waterburyct.org](mailto:rnickerl@waterburyct.org) . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: BOE Equity / Contracts

Requesting Department Contact: Dr. Lara D. White, Director of Equity and Inclusion/ Jerry Gay Contracts

Detailed description of Work/Services to be performed: Provide Truancy Services

Environmental Services Included — If YES, describe: N/A

Medical Services Included — If YES, describe: N/A

Hazardous Substances — If YES, describe: N/A

Will Use of Subcontractors be Permitted? NO

Summarize any other Special Conditions: None

Estimated Cost: \$75,500

Contract Term: 7/1/22- 6/30/23

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable:  
See attached prior year contract.

CITY OF WATERBURY, RISK MANAGEMENT

Insurance Bid Specifications Recommendation

Submitting Department: **BOE Equity and Contracts**

Contact Name: **Jerry Gay, Lara White**

Project: **Waterbury Youth Services Truancy Program**

Date : **01/27/23**

Description of Work/Services: **Prevention of Truancy**

Contract Term: Completed: **1Yr – July 1, 2022 to June 30,2023**

Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each \$\_\_\_\_\_ each Occurrence  
\$\_\_\_\_\_ General Aggregate  
\$\_\_\_\_\_ Products/ Completed Operations Aggregate

Auto Liability: \$\_\_\_\_\_ Combined Single Limit each Accident  
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits  
Employer Liability (EL)  
\$\_\_\_\_\_ EL each Accident  
\$\_\_\_\_\_ EL Disease each Employee EL Disease  
\$\_\_\_\_\_ EL Policy Limits

Excess/ Umbrella Liability: \$\_\_\_\_\_ each Occurrence  
\$\_\_\_\_\_ Aggregate

Builder's Risk/installation Floater Insurance: \$\_\_\_\_\_ each Occurrence OR Limits equaling  
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance \$\_\_\_\_\_ each Occurrence/Claim  
\$\_\_\_\_\_ Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

No construction

Professional Liability/E&O: \$\_\_\_\_\_ each Wrongful Act  
\$\_\_\_\_\_ Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$\_\_\_\_\_ each Occurrence  
\$\_\_\_\_\_ Aggregate

(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.



**AGREEMENT**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Waterbury Youth Services, Inc.**  
**for**  
**Truancy Prevention Services**

**THIS AGREEMENT** (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut and Waterbury Youth Services, Inc. ("WYS" or "Recipient"), located at 83 Prospect St., Waterbury, CT 06702, a duly registered State of Connecticut, non-profit corporation (jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, Waterbury Youth Services, Inc., represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and, as such is eligible to apply for, and did apply for the "State Fiscal Years 2022-2023 Youth Service Bureau Grant," from the Connecticut Department of Children and Families (hereinafter "DCF"), pursuant to C.G.S. §10-190, for the grant period of July 1, 2021 through June 30, 2023 (hereinafter the "Grant"); and

**WHEREAS**, Pursuant to C.G.S. §10-190 the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City's contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

**WHEREAS**, the Recipient has made application to the City, in a correspondence dated June 1, 2021, requesting a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2021 and ending June 30, 2022 and

**WHEREAS**, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S. §10-190. The City's obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient's award and receipt of Grant funds for fiscal year 2021-2022; and

**WHEREAS**, the City received notification that the Grant was awarded in the amount of \$83,631.00 for fiscal year July 1, 2021 to June 30, 2022.

**WHEREAS**, the City wishes to establish the terms and conditions under which it will make the matching grant funds and in-kind match available to the Recipient thereby enabling the Recipient to accomplish goals and further projects enumerated in its Grant narrative.

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

- 1. Scope of Services.** The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement, as well as all requirements set forth in the Grant by DCF and such

shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

**1.1** The Project consists of services to be provided to the City of Waterbury youth which are further set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- 1.1.1** Connecticut Department of Children and Families ("DCF") "State Fiscal Year 2022-23 Youth Service Bureau Grant Application," dated August 25, 2021 (incorporated herein by reference);
- 1.1.2** Scope of Services, (consisting of 1 page);
- 1.2.3** Truancy Service Forms, entitled Forms A-F, (consisting of 6 pages).
  - Form A -- School Excessive Absence/Truancy Referral
  - Form B- Waterbury Youth Service System Letter
  - Form C- WYS Home Visit Report
  - Form D-WYS Referral to Service Provider
  - Form E-WYS Truancy Intervention Summary
  - Form F-Intervention and Assessment Log

**1.2** The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2021-2022 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to proposed Grant expenses for the City's cash contribution as well as for the funds received under the Grant by the "recipient" from DCF.

**1.3** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Recipient.

**2. Recipient Representations Regarding Qualification and Accreditation.** The Recipient represents that, to the extent required by law, its employees are licensed and screened to perform the scope of work set forth in this Agreement. The Recipient further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement, including any supplementary work and the City relies upon these representations.

**2.1 Representations regarding Personnel.** The Recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual

relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Recipient under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2 Representations regarding Qualifications.** The Recipient hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Recipient and/or its employees be licensed, certified, registered, or otherwise qualified with a criminal background check, the Recipient and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Recipient shall provide to the City a copy of the Recipient's licenses, certifications, registrations, etc.

### **3. Responsibilities of the Recipient.**

**3.1 Criminal Background Check and DCF Registry Check.** The Recipient shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Recipient shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Recipient shall not permit any person with a disqualifying criminal history to have direct contact with a student.

**3.2 Confidentiality/FERPA.** Recipient shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Recipient shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

**3.2.1** Any and all materials contained in City of Waterbury student files that are entrusted to Recipient or gathered by the Recipient in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Recipient shall be used solely for the purposes of providing services under this Agreement.

**3.2.2** Recipient acknowledges that in the course of providing services under this

insured shall be primary/non-contributory insurance and the coverage and limits provided under the Recipient's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**8.4** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Recipient:

**8.4.1** General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence. \$1,000,000.00 per Occurrence; \$2,000,000 Aggregate, \$2,000,000 Products/ Completed Operations Aggregate;

**8.4.2** Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, non-owned vehicle including hired or non-owned vehicles. \$1,000,000.00 combined single limit (CSL);

**8.4.3** Workers' Compensation: Recipient shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut; Employer Liability (EL); \$1,000,000 EL Each Accident, \$1,000,000 EL Disease Each Employee; \$1,000,000 EL Disease Policy Limit

**8.4.5** Excess/Umbrella Liability \$1,000,000 each Occurrence, \$1,000,000.00 Aggregate;

**8.4.6** Professional Liability Insurance: \$1,000,000 each Wrongful Act, \$1,000,000.00 Aggregate;

**8.4.7** Sexual Abuse/Molestation: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. \$1,000,000.00 each Wrongful Act (or claim if claims made policy); \$1,000,000.00 Aggregate;

**8.5 Failure to Maintain Insurance.** In the event the Recipient fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Recipient's invoices for the cost of said insurance.

### SCOPE OF SERVICES

1. Waterbury Youth Services, Inc. (WYS) agrees to provide truancy prevention work with an adequate number of staff and supervisors who are adequately trained and certified. WYS staff shall work on each School Referral (Form A) that they receive from the Waterbury elementary, middle and high school administrators or their designees, attendance counselors or truancy specialists within 5 school days of receiving it. WYS agrees to provide the following services for each referral:
  - A letter to family with information; (Form B attached)
  - Two home visits with a required written report for each; (Form C attached)
  - Referral(s) to other service providers in the community to directly address family/student needs; (Form D attached)
  - Written Assessment and Intervention report to the school employee who made the referral and the principal of the student's school describing the above results with an assessment of why the student is truant to be reviewed at monthly meetings with WYS and Waterbury Central Office Staff. (Form E attached)
  - WYS Employee Daily Activity Log. (Form F attached)
2. WYS is required and agrees to follow all laws and rules regarding the confidentiality of student information as set forth in the Family Education Records Compliance Act (FERPA) and other federal and state laws regulating disclosure of confidential student information. WYS staff visits to the student's school are not included in the scope of services and all school visits made by WYS agents or employees are prohibited unless they are preapproved by the School Principal. WYS agrees to provide immediate notice of any serious problems relating to Waterbury students of which they become aware to the School Principal, Central Office Staff in Pupil Personnel, and the Director of Equity and Inclusion.
3. WYS agrees not to change any form agreed upon by the parties.
4. WYS shall submit Forms E and F to the Pupil Personnel Office, Waterbury Public Schools, 236 Grand St., 1st Floor, Waterbury, CT 06702. In addition, Forms B, E, and F shall be returned to the school official and/or attendance or truancy officer that referred the student to Waterbury Youth Services no later than 20 school days from the date of the original referral.



## Crystal Burr

---

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Sent:** Friday, January 27, 2023 12:10 PM  
**To:** Insurance Requests  
**Cc:** LARA WHITE  
**Subject:** Req for Limits - Truancy Services  
**Attachments:** Youth Services Truancy Insurance limits.docx; Youth Services Truancy Risk Management Limits Request.docx; Fully Executed Agreement 21-22.pdf

Hello,

Please see the attached request for insurance Limits for the Waterbury Youth Services providing Truancy Services. I am attaching last years contract for the prior year limits, with no changes in services from the prior year. Thank You,

Jerry Gay, Contracts Manager  
Waterbury Board of Education  
236 Grand Street, Rm 263  
Waterbury, CT. 06702  
203-346-3989 ; Ext 11225  
jerry.gay@waterbury.k12.ct.us

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

## Crystal Burr

---

**From:** JERRY GAY <jerry.gay@waterbury.k12.ct.us>  
**Sent:** Wednesday, March 8, 2023 3:43 PM  
**To:** Insurance Requests  
**Cc:** LARA WHITE  
**Subject:** COI Approval  
**Attachments:** RM COI Limits 1 page Truancy 22-23.pdf; WYS COI.pdf

Please see the attached COI for approval on the Waterbury Youth Services truancy contract, Thank You, Jerry

Jerry Gay, Contracts Manager  
Waterbury Board of Education  
236 Grand Street, Rm 263  
Waterbury, CT. 06702  
203-346-3989 ; Ext 11225  
jerry.gay@waterbury.k12.ct.us

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# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #14.4

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Letter of Agreement with Diversified Events, LLC, to provide transportation and accommodations for Kennedy High School students to perform in the National Independence Day Parade, subject to any non-substantive changes approved by the Corporation Counsel's office.



Holly Maxson  
Supervisor of Fine Arts  
(203) 346-6671  
[hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

**Memorandum**

To: Board of Aldermen/Board of Education

From: Holly Maxson, Supervisor of Fine Arts

Date: April 13, 2023

Re: Board of Education and Board of Aldermen Approval Request/Executive Summary- Contract for Waterbury Public Schools Kennedy High School Marching Eagles to perform in the National Independence Day Parade with Diversified Events, L.L.C.

---

The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$105,768.00 with Diversified Events, L.L.C. . This will provide our Kennedy High School Marching Eagle students the opportunity to perform at this year's National Independence Day Parade in Washington D.C. on July 4th, 2023.

This contract is scheduled to be approved by the Board of Education on April 20, 2023 and Board of Alderman on April 24, 2023.

This is a sole source procurement, as this vendor is the only authorized source to provide trip planning and coordination for the National Independence Day Parade event in Washington D.C. on July 4th, 2023.

Under this contract, four buses to Washington D.C. will be provided, cost is \$678 per person, three days and two nights, three breakfasts, three lunches and two dinners, stay at the three star hotel and a memorabilia T-Shirt for a grand total of \$105,768.00 funded by WPS General Fund.

Accordingly, attached for your review and consideration is a copy of the proposed contract, subject to minor, non-substantial changes to be approved by the Office of the Corporation Counsel.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

---

Holly Maxson



# National Independence Day Parade™

*a division of Diversified Events, L.L.C.*

1440 S. Priest Dr., Suite 102, Tempe, AZ 85281

Phone: 800.395.2036 | Fax: 480.894.5137

www.july4thparade.com | info@july4thparade.com

April 2023

Mr. Nick Drabik  
John F. Kennedy Marching Eagles  
422 Highland Ave.  
Waterbury, CT 06708

This Letter of Agreement, regarding travel and accommodation, as set forth below and in Exhibits A through D incorporated within, is made by and between Diversified Events, L.L.C. ("DE"), an Arizona Corporation, and the City of Waterbury ("Client").

DE will reserve space for 205 passengers. Monthly statements are automatically adjusted as the group size increases or decreases. Any changes in total numbers may affect the price because it alters the number of participants per motorcoach. Tour cost is based on prices in effect on September 19, 2022, and is subject to change. Tour cost is based on group check payments and subject to an increase if paid individually or by credit card. Every effort is made to minimize or eliminate any increase. If tour price increases more than 10% of total cost (excluding cost increases due to reduced numbers), Client may cancel with full refund, subject to Section 4 of the Terms and Conditions.

## EXHIBITS

- Exhibit A: Cost Estimates
- Exhibit B: Cost Inclusions & Exclusions
- Exhibit C: Payment Schedule and Cancellation Schedules
- Exhibit D: Terms & Conditions

This Agreement is not deemed effective unless accepted by DE, below, and is subject to all exhibits which follow and which are incorporated herein. No verbal representations or Agreements are binding unless included in writing with this Agreement. By signature below, Client acknowledges that it has read and understands the contents of this Agreement and agrees to be bound by all documents incorporated within.

**ACCEPTANCE OF AGREEMENT:** All of the terms of this contract are considered accepted by the group 30 days after MCI receives the first deposit, whether or not this Letter of Agreement is eventually signed by either party.

## AUTHORIZATION

By signing this form, and if traveling by scheduled air carrier and/or motorcoach arranged by Diversified Events (DE), Client understands supplemental fees, exchange rate fluctuations, fuel surcharges, or tax increases, may be imposed by a supplier or by government fiat after the point of registration. Client further acknowledges that it may be charged additional sums by DE to offset these possible fluctuations in cost. Client hereby consents to any post-purchase price increases and authorizes DE to charge for such additional amounts when necessary. Lastly, Client agrees to all Terms and Conditions attached hereto.

Auth      Signature \_\_\_\_\_ Date \_\_\_\_\_

John P. Wiscombe, President  
Diversified Events, L.L.C.

Date \_\_\_\_\_



**DIVERSIFIED EVENTS  
EXHIBIT A: Cost Estimates**

**JOHN F. KENNEDY MARCHING EAGLES**

July 3-5, 2023

The following costs are based on the number of paying participants in each 54 seat motorcoach staying in quad occupancy.

<b>2 nights / 3 days with <u>chartered motorcoach</u></b>		<b><i>50-54 Paying per bus (+2 free)</i></b>	<b><i>45-49 Paying per bus (+2 free)</i></b>	<b><i>40-44 Paying per bus (+2 free)</i></b>	<b><i>35-39 Paying per bus (+1 free)</i></b>	<b><i>30-34 Paying per bus (+1 free)</i></b>
<b>3 Star Quality Hotel</b> (Hampton Inn, Holiday Inn, or similar) Deluxe Continental Buffet Breakfasts	<b>With Motorcoach</b>	\$599	\$637	\$678	\$730	\$599

*Transportation (chartered bus) is priced as of September 19, 2022, and is subject to change. Fuel surcharges for coaches may apply.*

These costs are based on group payments made by organization check or cash-equivalent to qualify for our lowest discounted prices

**DIVERSIFIED EVENTS**  
**EXHIBIT B: Cost Inclusions & Exclusions**  
**JOHN F. KENNEDY MARCHING EAGLES**

July 3-5, 2023

**JOHN F. KENNEDY MARCHING EAGLES**

**COST INCLUSIONS**

- ❖ **PARADE ARRANGEMENTS:** All arrangements for the 4<sup>th</sup> of July Parade by the NIDP and a professional team including hundreds of volunteers from the Washington, DC area.
- ❖ **COACH TRANSPORTATION:** Round-trip transportation by deluxe motorcoach from **Waterbury, CT** based on afternoon arrival. Extended hours or overnight driving may incur additional charges for relief drivers.
- ❖ **ACCOMMODATIONS:** Hotel accommodations, based on quad occupancy. City center accommodations are available at a supplement upon request.

	<u>Triple Supplement</u>	<u>Double Supplement</u>	<u>Single Supplement</u>
2 nights / 3 days    3 Star Quality Hotel:	\$25	\$74	\$222

- ❖ **MEALS:** Two meals per day plus one box lunch (as noted in the Tour itinerary) including breakfast and dinner. Please note that breakfast is not included on day of arrival and dinner is not included on day of departure.
- ❖ **TOUR MANAGEMENT:** One full-time, professionally-licensed Tour Manager on each motorcoach who meets the group upon arrival and remains until departure to guide all excursions, maximize use of time, and enhance the educational value.
- ❖ **ENTRANCE FEES:** Entrances are included to all sights listed on the Tour itinerary.
- ❖ **WREATH:** Official wreath to be used as part of the Military Wreath-Laying Ceremony at Arlington National Cemetery (pending confirmation) or another Memorial.
- ❖ **T-SHIRTS:** One souvenir NIDP T-shirt for each participant.
- ❖ **FREE TRIPS:** One free trip (based on double occupancy) for each 20 paying participants; i.e., the 21<sup>st</sup>, 42<sup>nd</sup>, etc. participant travels free of charge.
- ❖ **GRATUITIES:** Tips and taxes are paid to Tour Managers, coach drivers and hotel personnel.
- ❖ **LIABILITY INSURANCE:** \$3M MCI Tour Liability Insurance coverage, and other coverages and limits as requested by and subject to Client's approval. Only MCI arranged services (motorcoach, flights, guides, hotels, etc.) will be covered under MCI's Tour Liability Insurance. DE will provide all arranged services proof of Insurance coverages and limits as requested by and subject to Client's approval.

**COST EXCLUSIONS**

- ❖ Instrument rental, if needed.
- ❖ Meals not mentioned on the itinerary

**DIVERSIFIED EVENTS**  
**EXHIBIT C: Payment & Cancellation Schedules**  
**JOHN F. KENNEDY MARCHING EAGLES**

July 3-5, 2023

**PAYMENT SCHEDULE**

Final Payment (full balance) .....Due: May 1, 2023

\_\_\_\_\_

**CANCELLATION SCHEDULE**

100% per person, of total tour costs.....Penalty Begins: May 5, 2023

Amount penalized is % of the *total tour cost*, not % of what has already been paid.

This payment schedule is necessary, as MCI has to pay deposits to hotels, coach company and/or airline, tour guides, restaurants, etc, to secure and reserve their services for your tour. MCI cannot make deposits to secure these critical services if MCI does not have money collected for the tour. A delay in payment may compromise services provided, including (but not limited to) transportation costs and hotel location. Punctual payments will contribute to the overall success of the tour.

**DIVERSIFIED EVENTS**  
**EXHIBIT D: Terms & Conditions**  
**JOHN F. KENNEDY MARCHING EAGLES**

July 3-5, 2023

**1. PAYMENT TERMS**

- 1.1 **Payment.** Client shall pay Diversified Events (DE) in accordance with the Payment Schedule as set forth in the Initial Terms on or before the due date set forth therein.
- 1.2 **Additional Deposits.** From time to time, additional deposits, over and above those set forth in the Payment Schedule, may be required to guarantee space or fares. These additional deposits shall be made by Client to DE within thirty (30) days of request by DE for payment of such additional deposits. The necessity of such additional deposits is to be determined by DE in its sole discretion, after consultation with Client, and may result from such circumstances as traveling during peak periods, necessity for deposits due to the unique nature of the facilities, or any other purpose deemed appropriate by DE.
- 1.3 **Failure to Make Payments.** In the event that the Client does not make payments (1) as set forth in the Payment Schedule, or (2) as additional deposits are requested by DE, Client is in breach of this Agreement, it being understood by Client that DE has expended time and resources to facilitate the Event and has reserved certain space or fares which DE may be unable to reschedule. Upon any breach or default of this Agreement, by failure to make payments, or otherwise, Client is subject to the cancellation provisions set forth below and DE is free to attempt to reschedule the space or fares. DE may, in its sole and absolute discretion, allow the Client to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, Client agrees that all late payments, if accepted by DE, will be charged a late fee of one and one-half percent (1 ½ %) of the unpaid balance per month.

**2. DUTIES AND OBLIGATIONS OF DIVERSIFIED EVENTS**

The following duties and obligations, and exclusions, of DE are the only such duties and obligations which are to be undertaken by DE pursuant to this Agreement.

- 2.1 **Services Supplied by DE.** As part of this Agreement, DE agrees to supply the services and accommodations offered to the Client on the terms provided herein. DE reserves the right to use any photos submitted to Group Travel Video's for promotional purposes as it sees fit.
- 2.2 **Services Excluded by DE.** All services and items not specifically included in the tour, as set forth above, are not covered by the Payment Schedule and must be paid by Client separately. These services and items include, but are not limited to, the following: tips to local guides, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., portage for hand-carried luggage, passport and visa fees, free time activities and optional excursions, and coach driver and guide/escort gratuities.

**3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION**

- 3.1 **Limitation on Liability of DE.** As to all services furnished by DE, including air and motorcoach transportation, DE, its agents and cooperating organizations expressly disclaim all responsibility and/or liability of any nature for loss, damage or injury to property or person due to any cause whatsoever occurring during a tour under their management, except the gross negligence of DE, its agents or cooperating organizations. All tickets, coupons and orders are issued subject to the foregoing and to the terms and conditions under which transportation and/or other services provided hereby are offered and/or supplied.
- 3.2 **Liability of the Parties.**

Each Party shall be responsible for any and all claims arising out of its own negligence and that of its agents, employees, officers, subcontractors and volunteers relating to its obligations under this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement with respect to any claims or liability occurring prior to such expiration.

**4. CANCELLATION.** Client shall be entitled to cancel this Agreement only upon the terms set forth in this Section.

- 4.1 **Cancellation Schedule.** Subject to the terms of the remainder of this Section, and provided that Client has made all payments required under the Payment Schedule set forth in the Initial Terms, Client may cancel this Agreement by providing written notice of the cancellation to DE in accordance with this Agreement. Upon providing such notice, Client is entitled to return of deposits, if any, in accordance with the Cancellation Schedule set forth in the Initial Terms.
- 4.2 **Limitations on Cancellation.** Notwithstanding the provisions of the preceding Section, upon providing notice of cancellation to DE, Client shall not be entitled to refund of deposits which have been used by DE to reserve space or fares if the deposits for space or fares are non-refundable to DE from the providers. Further, in the event that the payments made by Client are less than the amounts paid by DE to reserve space or fares which are non-refundable to DE, Client shall not receive any funds pursuant to the Cancellation Schedule and shall remain liable to DE for the amount which is the difference between Client's payments and the amount which is non-refundable to DE. Client shall remain liable to DE for any actual damages to DE resulting from Client's cancellation of the Agreement.



## DIVERSIFIED EVENTS

### EXHIBIT D: Terms & Conditions

#### 5. DEFAULT AND CANCELLATION

Client may be deemed to be in default under this Agreement for occurrence, but not limited to, any of the following:  
Failure to pay the payments when due;

Failure to communicate or cooperate with DE in arranging the tour as set forth in this Agreement.

Upon any breach or default of this Agreement, by failure to make the Final Payment, or otherwise, Client is subject to the cancellation provisions herein and DE is free to attempt to reschedule the space or fares. DE may, in its sole and absolute discretion, allow the Client to remedy the breach by making any payment, or by otherwise performing as required.

#### 6. JURISDICTION AND GOVERNING LAW

Any dispute regarding formation, performance or breach of this Agreement shall be resolved in the Superior Court of New Haven County, Connecticut and the parties, including Client, agree to submit to the jurisdiction of that Court. Client specifically agrees that all disputes arising from or interpretations of this Agreement shall be resolved in accordance with Connecticut law.

#### 7. ATTORNEY'S FEES

In the event of any legal action or proceeding brought by either party against the other arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

#### 8. WAIVER

No waiver by DE of any provision of this Agreement or of any breach by Client hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Client of the same or any other provision. DE's consent to or approval of any act by Client requiring DE's consent or approval shall not be deemed to render unnecessary the obtaining of DE's consent to or approval of any subsequent act of Client.

#### 9. NOTICES

All notices, demands or other communications in this Agreement provided to be given, made or sent by either party to the other shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective party at the appropriate address set forth in the Initial Terms.

#### 10. INTEGRATION AND AMENDMENTS

The provision of this Agreement, including these Terms and Conditions of DE, supersede any oral or written agreement between the parties, and any such oral or written agreement is hereby integrated into this Agreement. Specifically, any information found in any advertising brochure is hereby superseded by this Agreement. Any amendment to or revision of this Agreement must be in writing and signed by both parties.

#### 11. ACTS OF GOD

If the tour is canceled by reason of Force Majeure, as defined in this paragraph, DE's liability to Client is expressly limited as set forth in this paragraph. For purposes of this Agreement, "Force Majeure" means any event or circumstances that DE or the supplier of the services in question could not foresee or avoid. Such events and circumstances include, without limitation, acts of God, actual or threatened; war, terrorist activity or the threat thereof; labor disputes, industrial actions, or strikes; martial law; state of emergency; earthquake, adverse weather conditions, tsunami, hurricane, or other natural activity; civil actions; technical or maintenance problems with transport; changes of schedules or operational decisions of air carriers, providers of ground transportation, hotels, amphitheaters, or other performance venues; nuclear activity; epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation; fire; and any similar events outside DE's control. In the event that there is a cancellation or delay by reason of Force Majeure, Client shall have the option of (a) taking a refund pursuant to the provisions for cancellation above, or (b) selecting an alternate program through DE, provided that, given the circumstances of the Force Majeure, DE is able to offer an alternate program at a time that is mutually agreeable to both Client and DE.

#### 12. TRAVEL CONDITIONS

**12.1 Hotels.** Hotel standards are outlined in "Cost Inclusions & Exclusions." Each room has private facilities, including shower or bath. A supplement surcharge is applicable to participants in non-standard accommodations.

**12.2 Fluctuations, Substitutions with group.** Substitutions are allowed subject to the terms of the airline contract. The addition of a new person is charged at the best price available at that time with all efforts being made by DE to keep the new person at the group rate. A cancellation penalty may apply for reduction in numbers greater than 20%.

**12.3 Rooming List and Late Changes.** Rooming lists must be received by DE no later than 120 days prior to departure. Late changes in the rooming list, including name changes, additions and deletions are subject to a "late change" penalty of \$25.00 per person. This charge covers the costs of administrative expenses, long distance telephone calls, over-night mail charges, etc.

**12.4 Flight Arrangements:** Flights to be provided by scheduled I.A.T.A. carriers with the routing and scheduling at the discretion of DE. The operators providing transportation are not to be held responsible for any act, omission or event during the time that passengers are not on board their aircraft or conveyances. Tour participants agree that DE has no responsibility or liability of any nature whatsoever for loss, damage, or injury to property or person resulting from the provision of air or motorcoach transportation except as a result of the negligence of DE.

The price of a vacant seat and the cost of segments of the program lost due to missing scheduled departure or absences during the tour cannot be refunded. If a flight or transfer by motorcoach or train is missed, the participant is responsible to make arrangements for and to pay the cost of rejoining the group.



## DIVERSIFIED EVENTS EXHIBIT D: Terms & Conditions

**12.5 Not Included in Tour.** Items not specifically included in the tour are not covered in the price of the tour. These items include: tips to tour manager, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., portage for hand-carried luggage, passport and visa fees, free time activities and optional excursions

**12.6 Special Equipment and Excess Luggage Needs.** Special technical equipment (including musical instruments) above normal luggage capacity and the transportation for such equipment is not included in this price. Any piece of luggage/equipment over 50 pounds or exceeding 62 inches (length+ width + height) is subject to excess charges.

**13. REFUNDS**

Refunds from Diversified Events will be paid in the form of a check. Please allow 4-6 weeks for processing of any refunds to group or individual.

**14. CITY REQUIRED LANGUAGE.**

**City of Waterbury's Ethics Code Ordinance.** DE hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburycet.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)**

- No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.
- No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

**Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).** DE hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #14.5

**TO BE ADDED**

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Contract with Utility Communications, Inc. for school security video surveillance and access control system expansions and upgrades.



## **Memorandum**

To: Board of Aldermen  
Board of Education

From: Will Zhuta, Director of Technology, Department of Education  
Dan Barry, Director of Security, Department of Education

Date: April 18, 2023

Re: **Board of Education and Board of Aldermen Approval Request / Executive Summary -**  
Contract Amendment for School Security Video Surveillance and Access Control

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The Department of Education School Security and Computer Technologies Department respectfully requests your approval of the above-referenced contract amendment Number 2 for School Security Video Surveillance and Access Control between the City of Waterbury and **Utility Communications, Inc.**

**This amendment requests to extend the agreement's end date to July 21, 2023, for completion. There are no other changes or additional compensation.**

Continued market supply constraints for cameras and door access controls have extended the timeline for completion beyond the current contract completion date.

**AMENDMENT NO. 2**  
**to**  
**CONTRACT (RFP#7271)**  
**for**  
**School Security Video Surveillance &**  
**Access Control System Expansions and Upgrades**  
**between**  
**City of Waterbury**  
**and**  
**Utility Communications, Inc.**

**THIS AMENDMENT** (“Amendment #2”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Utility Communications, Inc. (“Contractor”) with a principal business location at 920 Sherman Avenue, Hamden, Connecticut 06514, a State of Connecticut duly registered domestic corporation (jointly referred to as the “Parties” to this Amendment #2).

**WHEREAS**, the City was awarded grant funding under the “2021 Public School Security Competitive Grant Program” from the State of Connecticut Department of Emergency Services and Public Protection (DESPP), Division of Emergency Management and Homeland Security (DEMHS) to provide for school security infrastructure improvement at four (4) Waterbury Schools (John F. Kennedy High School, Rotella Interdistrict Magnet School, FJ Kingsbury Elementary School, and Waterbury Career Academy) as described in the “Notice of Grant Award,” dated February 24, 2022, (herein referred to as the “Grant” or “Grant Award”); and

**WHEREAS**, the Grant provides that the District is entitled to 79.9% reimbursement of the costs related to school security infrastructure improvements at the above-named schools as listed in the Grant Award and the City shall provide local funding for the remainder of the cost; and

**WHEREAS**, the City desired to provide for the same school security infrastructure improvements at three (3) additional Waterbury Schools (North End Middle School, Carrington Elementary School, and International Dual Language School) that were not listed in the Grant Award (schools not eligible for reimbursement/funding under the Grant); and

**WHEREAS**, the Contractor submitted a proposal to the City in response to **Request for Proposal (“RFP”) Number 7271** for School Security Video Surveillance & Access Control System Expansions and Upgrades at the seven (7) above-mentioned Waterbury Schools, and the City selected the Contractor to perform the services regarding **RFP No. 7271**; and

**WHEREAS**, the City and Contractor entered into an Agreement effective on July 22, 2022 (the “Contract” or “Agreement”), for school security infrastructure improvements at the above-named schools (the “Project”); and

**WHEREAS**, the City and Contractor entered into Amendment No. 1 effective October 20, 2022 to extend the term of the Agreement through April 30, 2023 to accommodate unanticipated supply chain issues; and



**WHEREAS**, in accordance with Section 23 of the Agreement, the Parties agree to amend the Agreement to provide for additional time to complete the School Security Video Surveillance & Access Control System Expansions and Upgrades to accommodate unanticipated supply chain issues.

**NOW THEREFORE**, it is mutually agreed to amend the Agreement as follows:

**1. Section 5. of the Agreement (“Contract Time”), excluding subsections thereto, shall be deleted in its entirety and replaced with the following:**

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract by June 30, 2023 and shall reach Final Completion by July 21, 2023 (“Contract Time”).

**2. All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on July 22, 2022, as amended October 20, 2022, shall remain in full force and effect and binding on the Parties hereto.**

**IN WITNESS WHEREOF**, the Parties hereto execute this Amendment #2 on the dates signed below.

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_  
Sign & Print name

By:

\_\_\_\_\_  
Neil M. O’Leary  
Mayor, City of Waterbury

\_\_\_\_\_  
Sign & Print name

Date: \_\_\_\_\_

**WITNESSES:**

**UTILITY COMMUNICATIONS, INC.**

\_\_\_\_\_  
Sign & Print name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sign & Print name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON GRIEVANCES**

Item #15.1

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances moves that the Waterbury Board of Education  
\_\_\_\_\_ WTA Grievance 2022-23-02 heard by the Committee  
on April 4, 2023.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON GRIEVANCES**

Item #15.2

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances moves that the Waterbury Board of Education  
\_\_\_\_\_ WTA Grievance 2022-23-04 heard by the Committee  
on April 4, 2023.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON GRIEVANCES**

Item #15.3

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances moves that the Waterbury Board of Education  
\_\_\_\_\_ WTA Grievance 2022-23-06 heard by the Committee  
on April 4, 2023.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON GRIEVANCES**

Item #15.4

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances moves that the Waterbury Board of Education  
\_\_\_\_\_ WTA Grievance 2022-23-07 heard by the Committee  
on April 4, 2023.



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Aresti, Robert	Baseball Coach	WMS	04/03/23
Gray III, Ollie	Baseball Coach	NEMS	04/03/23
Sturdivant, Jason	Boys Tennis Coach	CHS	03/20/23

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Baglan, Brian	Network Specialist (10 month)	FT	\$19/hr	UPSEU 69	Title II/A District 22-24	03/02/23
Beers, Rose	SPPT Nurse	PT	\$35/hr	NON BOE	ARP ESSER SPPT 22-24	03/16/23
Gatlin, Eric	Crossing Guard Tinker	PT	\$15/hr	SCG	General Fund	03/09/23
LeVasseur, Evelyn	Tutor (Certified) Carrington	PT	\$33/hr	NON BOE	Title I/A 22-24	03/02/23
Medina, Keytza	Tutor Bucks Hill	PT	\$25/hr	NON BOE	Title I/A 22-24	03/13/23
Miller, Terri	Tutor - Children's Community School	PT	\$33/hr	NON BOE	Title I/A 21-23	03/30/23
Santos, Arnaldo	Hall Monitor Wallace	PT	\$98/day	NON BOE	Title I/A 21-23	03/23/23
Scatena, Alexandra	Tutor Tinker	PT	\$25/hr	NON BOE	Title I/A 22-24	03/16/23
Villavicencio, Winifer	Birth to Three Transition Coord.	FT	\$22/hr	UPSEU 69	IDEA 611 P & NP 22-24	03/27/23
Warren, Samantha	Network Specialist II (promotion)	FT	\$27/hr	UPSEU 69	Priority Schools	03/09/23

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following After-school Programs appointments:

<u>Name</u>	<u>Grant</u>	<u>School</u>	<u>Position</u>
Carter, Sa-Queen	21 <sup>st</sup> Century	Academic Academy	Teacher
De Santis, Paula	21st Century	Walsh	Teacher
Gaynes, Stacey	21st Century	Walsh	Teacher
Gluz, Debra	21 <sup>st</sup> Century	Academic Academy	Teacher
Montgomery, Asia	21st Century	Walsh	Rec Specialist
Nguyen, Karena	SDE	Washington	Teacher
Perez, Oscar	SDE	Kingsbury	Rec Specialist
Poulin, Gina	21st Century	Walsh	Teacher
Rendon, Miguel	21 <sup>st</sup> Century	Bucks Hill	Teacher
Soares, Elenice	21st Century	West Side	Administrator Sub

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous appointments:

<u>Name</u>	<u>Position</u>	<u>School/Program</u>
Dunn, Brittany	Elementary Summer School Program Coordinator	Extended Academic (EAS) Support Elementary
Ferrare, Patricia	ESY Summer Program Coordinator	Extended School Year (ESY)
Rosa, Jennifer	Middle School Summer School Program Coordinator	Extended Academic Support (EAS) MS
Zappone, Evette	High School Summer School Program Coordinator	Extended Academic Support (EAS) HS
Aresti, Robert	School Equity Leadership Team	DW
Banks, Melissa	School Equity Leadership Team	DW
Bell, Teresa	School Equity Leadership Team	DW
Bleau, Lisa	School Equity Leadership Team	DW
DelGobbo, Leah	School Equity Leadership Team	DW
Dossantos, Shannon	School Equity Leadership Team	DW
Greene, Lucia	School Equity Leadership Team	DW
Lyons, Jean	School Equity Leadership Team	DW
Mulhern, Jacqueline	School Equity Leadership Team	DW
Parker, Marly	School Equity Leadership Team	DW
Pierresiant , Courtney	School Equity Leadership Team	DW
Rahman, Vareesha	School Equity Leadership Team	DW
Soares, Elenice	School Equity Leadership Team	DW
Sodano, Gina	School Equity Leadership Team	DW

Respectfully submitted,

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.5

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Hubeny, Carolyn	State Street Special Ed 6-8	03/16/23
Mayer, Samantha	Walsh Grade 4	06/30/23
Rosado, Debra	WMS SEL Counselor	04/17/23
Stella, Olivia	Wilson Grade 1	05/12/23

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.6

April 20, 2023

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

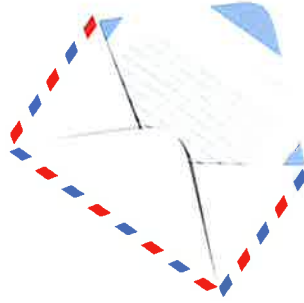
The Superintendent of Schools notifies the Board of Education of the following retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Barbosa, Elvira	Carrington Special Ed	06/30/23
Brophy, Melanie	Chase Grade 1	06/30/23
Peschel, Maryann	WSMS ELA Grade 6	06/30/23
Siperas, Caroline	NEMS Special Ed	06/30/23

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools



# COMMUNICATIONS



March 29, 2023 through  
April 18, 2023



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 20, 2023

Zachary Oyola  
94 Brookview Ave.  
Waterbury, CT 06706

Dear Mr. Oyola:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023315) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 23, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 24, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 23, 2023

**REVISED**

Zachary Oyola  
94 Brookview Ave.  
Waterbury, CT 06706

Dear Mr. Oyola:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023315) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for **Thursday, March 30, 2023** at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was March 23, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

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Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 27, 2023

Willie Henriquez  
114 Quinn St.  
Naugatuck, CT 06770

Dear Mr. Henriquez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023505) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 30, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 31, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Konopka, School Inspector  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 27, 2023

Brandon Hofler  
38 Waterville St., Apt. 1  
Waterbury, CT 06710

Dear Mr. Hofler:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023504) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, March 30, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 31, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

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Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 27, 2023

Tobie Nelson, Jr.  
67 Field St.  
Bristol, CT 06010

Dear Mr. Nelson, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023503) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 13, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 6, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 28, 2023

Nila Robinson  
49 Hidden Pond Rd.  
Waterbury, CT 06704

Dear Ms. Robinson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2022190) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, March 30, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be March 31, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

**March 28, 2023**

**REVISED**

Willie Henriquez  
114 Quinn St.  
Naugatuck, CT 06770

Dear Mr. Henriquez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2023505) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

**We have scheduled your orientation for Thursday, April 13, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 6, 2023 at your regular scheduled time.**

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist  
NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 29, 2023

Annalisa DiNicola  
1002 Middlebury Rd.  
Watertown, CT 06795

Dear Ms. DiNicola:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I @ Kingsbury Elementary School (Req. #2023590) at \$16.62 per hour. Please contact Erik Brown, Principal @ Kingsbury Elementary School at (203) 574-8172 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 13, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 14, 2023 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Erik Brown, Princ @ Kingsbury ES  
File



31 Gayfield Road  
Waterbury, CT 06706

March 30, 2023

Waterbury Board of Education  
236 Grand Street  
Waterbury, CT 06702


Dear Waterbury BOE Members,

My family and I greatly appreciate your approval of my request to name the Wendell Cross School Media Center in honor of my wife, Mary S. White. She was dedicated to serving the children of the city she loved, and would be humbled by this designation.

I understand the library sustained heavy water damage and is currently closed. I look forward to a dedication ceremony when the renovations are completed.

Thank you very much.

Sincerely,

  
Richard J. White





# Connecticut Association of Boards of Education

*Jody I Goeler, Senior Staff Associate for Policy Service*

## PRESENTS POLICY HIGHLIGHTS

March 31, 2023

Volume 23 – Issue #20

### Parents Rights

It's difficult to argue against any goal or initiative, which would serve to promote greater parent engagement in their schools to enhance open communication and to allow input that would enhance opportunities for all students. In this highly charged and divisive political climate, the topic of parents rights has been circulating through our nation's political blood stream manifesting itself in a Parents Bill of Rights recently passed by a narrow vote by the House of Representatives.

In a Fact Sheet published by the Committee on Education and the Workforce, the Act asserts, "Parents have a God-given right to make decisions for their children." It goes on to state, "Unfortunately, many school districts have been ignoring the wishes of parents while special interest groups try to criminalize free speech." The authors of this document believe "this list of rights will make it clear to parents what their rights are and clear to schools what their duties to parents are."

Specifically, the bill establishes various "rights" of parents and guardians regarding the elementary or secondary education of their children. Local educational agencies (LEAs) and schools would be required to comply with the requirements in the bill in order to receive federal educational funds. The bill would also require schools to notify parents and guardians of their rights regarding the education of their children. These rights include the right to:

- review the curriculum of their child's school;
- meet with each teacher of their child at least twice each school year;
- review the budget, including all revenues and expenditures, of their child's school;
- inspect the books and other reading materials in the library of their child's school;
- address the school board of the LEA;
- receive information about violent activity in their child's school; and
- know if their child is not grade-level proficient in reading or language arts at the end of 3<sup>rd</sup> grade.

There are other aspects of this bill, such as requiring an elementary school or school consisting of only grades 5-8 to obtain parental consent before changing a minor's child's gender markers, pronouns, or preferred name on school forms; or allowing a child to change the child's sex-based accommodations

In a March 17<sup>th</sup> statement responding to federal legislative efforts to establish a Parents Bill of Rights, National School Board Association asserts:

Americans of all political beliefs agree that parents are the most important people in their children's lives and should be engaged in their education. On the issue of parental rights in education, representatives in Washington have advanced different perspectives but all agree parents retain rights and responsibilities when engaging with schools on behalf of their children.

These include:

- the right to express their concerns to school boards and staff;
- the right to know what students are taught, how money is spent on students' education, and how students are performing;
- the right to a safe and welcoming school environment;
- the right to constitutional protections against discrimination;
- protection of personal information about their children.

The statement goes on to remark:

As Congress considers legislation related to parental rights in education, the National School Board Association (NSBA) encourages lawmakers to observe a key parameter when determining how to meet these goals... Whenever possible, decisions should be made at the level of government closest to those affected. The Constitution protects universal rights for all citizens. At the same time, local control ensures solutions that meet the needs of individual communities across the thousands of school districts nationwide.

As political commentator and economist, Thomas Sowell once keenly observed, "It's hard to imagine a more stupid or more dangerous way of making decisions than by putting those decisions in the hands of people who pay no price for being wrong." Boards of Education remain accountable to the State of Connecticut and local voters, as in most cases, eligible citizens have the right to vote directly for their school board members, and a handful of communities vote for the person who appoints members to the board.

While the Senate is not expected to take up the bill, the topic of parents rights provides boards of education the opportunity to reflect on its role, the role of professional staff and the role of parents. Boards of education, in their collective role as policy makers are responsible for developing policies that advance learning and the welfare of the students. Policy makes it easier for boards to obey the law and informs the public that it does so. The board, as an elected public body, has the statutory authority to set the direction for a school system. This is accomplished through the written and adopted policies of the school board.

In addition, boards are responsible for conducting its meetings in public, to ensure the agenda moves the board's business along, and that the business is related to advancing the district's public education system ensuring it meets the needs of its diverse student body. The role of the board is to develop policies responsive to the entire school community, and administration's role is to ensure those policies are carried out. While not required, board agendas typically include an opportunity for the public to provide input. To ensure all of those who wish to provide input have the opportunity to do so, the board can (and would be advised to) set time limits and remind the public to direct comments to the board and adhere to basic rules of civility.

It doesn't appear at all coincidental that while we're seeing this push for a Parents Bill of Rights Act, we're experiencing a rash of demands for banning books and other materials and, in the case of the Michelangelo's Statue of David, images as well. While some speculate that the pandemic, remote learning and the politicization around decisions involving masking, vaccines, and library books have provided the fuel for this agenda, the fact is there are at least ten states amplifying these efforts with proposed bills that would require administrators to list every book, articles, and activities teachers use in their lessons. Some of those bills would even require districts to allow parents to review prospective curriculum adoptions or library additions, thus assuming the board's and educators' role.

In a thoughtful communication shared with the Guilford community, Superintendent Dr. Paul Freeman defines the role of parents and educators by noting the following:

We believe it is the parental right and responsibility to talk with their children about their media diets and to monitor the media they consume. Whether a high school-aged child is checking a book out of a school library or a public library, whether they are purchasing a title from a local book dealer or from Amazon, whether they are watching a video on YouTube or Tik Tok, it is incumbent upon parents to be aware of those decisions. We encourage all parents of Guilford Schools students to talk to their children about what they read, to look into their backpacks on a regular basis, and to monitor the smart phones and other devices they use, which provide the access to materials much less strictly curated than those which we shelve in our school libraries.

The responsibility and the goal of the district and its educators is to:

Provide a wide variety of materials that have been selected by professionals through our established procurement process for our entire school community. We strive to provide books in which every student can see themselves represented and through which every child can learn to empathize with others who are not like themselves.

Statements such as this serve to share with our communities across Connecticut a clear, and constructive relationship between the school district and parents. This goes a long way to ensuring one person's perceived rights does not conflict with another's rights and opportunities.

Boards of Education will likely find policies related to upholding parental rights in various areas throughout their policy manuals. For example, policies related to Selection of School Library Material ([6163.1](#)) typically includes procedures for challenging media materials and books. One will often find similar procedures in Textbook Selection and Adoption policies ([6161.1](#)) as well. CAFE's mandated policy on Student Records; Confidentiality ([5125](#)) provides Federal protections related to student privacy through the Family Educational Rights and Privacy Act, better known as simply FERPA. Parents rights to protect their children's privacy can be found in policies ([5145.15](#)) and ([6162.51](#)), Directory Information and Surveys of Students respectively.

As the debate regarding parental rights continues, it will be important for boards of education to know about and refer to the policies, which already exist to empower parents to remain involved in their children's education.

## Carrie Swain

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Thursday, March 30, 2023 10:56 AM  
**To:** Tim Moynahan  
**Subject:** WHO OWNS THE UNIVERSITIES?

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Those of us for whom college days are vivid though distant memories are in deep dudgeon because of the erosion of the ideals which were impressed upon us in our youth. Not only were we taught a variety of subjects, but we assimilated values that included, courtesy and respect for our professors, for each other and for frequent visitors and invited speakers who were accorded a special dignity as guests to whom we owed dignified treatment. The practice became second nature to us and permeated the atmosphere of the campus.

Do we know whether the heirs of leadership at our respective educational institutions are faithfully and courageously adhering to the vaunted traditions that sustained us then and since, in our search for truth. Have they or any of them responded to the vulgar and abhorrent conduct which stains polite discourse and obliterates the esteem due the freedom of speech. Have any offered a dissenting word or any comment whatsoever in decrying these and other multiple abuses of civil exchanges on campuses across the land. Has anyone in a position of authority or a spokesperson under the auspices of their college or University addressed this egregious misconduct not only on this occasion, at Stamford, but at Central Florida University, where the Diversity Inclusion Equity folks have for years persecuted tenured professor, Charles Negy, for tweeting "black privilege is real," condemning him and insisting upon his firing for commonsense ideas which went against the grain of their presumptuous orthodoxy.

In fact, he was fired, appealed, and won on first amendment grounds.(it took years) Now he has filed suit against his antagonists. Everywhere higher education is pursued there are Departments of DIE. Has anyone in leadership at these Departments anywhere published or spoken against these glaring travesties, or the plethora of others that reflect the sorry state of education at American Universities. Has anyone with the gravitas to do so denounced the rampant violations of free speech or remarked that censorship is anathema to the purpose of educational advancement and violative of our constitutional rights.

Has any Department of DIE distinguished itself as an advocate of merit -based advancements and against victimhood? Has any taken a proactive role in defining its purpose and distinguishing its words and deeds from the aberrant behavior of their peers in academia.

It would be disheartening to learn they are these Departments are constituted of nothing more than members of the chorus adding compliant voices to virtue signaling while ignoring the mental and psychological disfigurement imposed upon vulnerable students, many of whom can be designated as members of a captive audience subject to group think. I don't know how we will combat the nefarious and calculated intrusions into our institutions where young minds are not inspired but coerced, outright and subtly. "All that is necessary for the triumph of evil is for educators, scholars, and administrators to do nothing."

Are graduates regularly apprised of the details their Departments doings; its alleged successes, its failures, if any. I know all there is to know about my schools athletic program, including the new coaches, both men and women, but precious little about DEI. Certainly, nothing granular.

Where is it best to go to obtain answers to these inquiries? I think I speak for a huge proportion of flummoxed alumnae when I say I am in the dark on this subject where transparency is required. How else will we know if our educational establishments are the haven for satisfying intellectual curiosity as they were for us. Perhaps, given the dire



circumstances in the upper echelons of education, the suppression of speech which is rife, and the muteness of leaders who ought to be our exemplars, we are merely "voices crying in the wilderness."

Much has been given to us who have had the benefit of formal education at Colleges and Universities, now much is required of us. We should assume that the future of education depends on us, and we should vote with our pocketbooks by refusing financial aid or any support to the schools we attended that debases the educative process. We should write to those in positions of leadership to complain of their abdication of leadership and we should pursue the goal of reform relentlessly. Let us begin with one person at a time until we become a multitude whose voices will be heard and cannot be denied.

<https://www.zerohedge.com/political/victor-davis-hanson-who-owns-university>

**Timothy C. Moynahan, Esq.**

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: [tconstant@moynahanlawfirm.com](mailto:tconstant@moynahanlawfirm.com)

Website: [www.moynahanlaw.com](http://www.moynahanlaw.com)

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Put on H/AD  
Agenda

# Waterbury Public Schools 2021-2022 Grants Update Report

Prepared by Louise Allen Brown, J.D., M.P. A.  
WPS Grant Writer  
December, 2022



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

April 12, 2023

Christine Vazquez Figueroa  
193 Orange Street  
Waterbury, CT 06704

Dear Ms. Figueroa:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2023918G) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, April 27, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 20, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

**Nicholle West**

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

April 12, 2023

Emy Lou Dana  
170 Bradley Ave  
Waterbury, CT 06708

Dear Ms. Dana:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2023918B) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

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Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

**Nicholle West**

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

April 12, 2023

Evelyn Almodovar  
244 Orange Street  
1<sup>st</sup> Floor  
Waterbury, CT 06704

Dear Ms. Almodovar:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2023918A) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, April 27, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 20, 2023 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/tc

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

April 12, 2023

Narmin Easa  
282 Austin Road, #4  
Waterbury, CT 06705

Dear Ms. Easa:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2023918E) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at [www.waterburyct.org](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, April 27, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 20, 2023 at your regular scheduled time.

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Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resource Generalist

NW/tc

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Linda Franzese, Food Serv. Director  
file

**Carrie Swain**

---

**From:** noreply@cabe.myenotice.com on behalf of CABA Policy Highlights  
<noreply@cabe.myenotice.com>  
**Sent:** Friday, April 14, 2023 7:00 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 4-14-2023

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**



**Policy Services**

## **CABA Policy Highlights**

*Jody I. Goeler, Senior Staff Associate for Policy Service*

April 14, 2023

Volume 22 Issue 21

The topic for Issue 21 of the CABA Policy Highlights is **Dress and Grooming**.

It is recommended that districts adopt a dress code policy. A link has been included in this issue of the Policy Highlights, to CABA's sample policy and regulation.

**Please click this link to download the PDF version of this Policy Highlights.**

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Connecticut Association of Boards of Education  
81 Wolcott Hill Road  
Wethersfield, Connecticut 06109  
Phone 860-571-7446 Fax 860-571-7452  
[www.cabe.org](http://www.cabe.org)



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# Connecticut Association of Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

## PRESENTS POLICY HIGHLIGHTS

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April 14, 2023

Volume 23 – Issue #21

### Dress and Grooming

As the warmer weather would indicate, prom season is right around the corner. With the excitement and anticipation Spring brings to our schools, it's also a time when we can expect students to push the boundaries of acceptable school attire generally and with prom wear specifically. As you review your dress code policies, it will be important to consider a variety of factors to ensure your policies and practice are aligned with legal decisions, Federal regulations and State statutes.

In CABE's Dress and Grooming (5132) sample policy, the *Policy Background Information for Policy Review Committee* drafted in 2019 provides general background and a framework for considering appropriate and legally defensible guidelines related to dress code policy and adherence. It notes, for example, that the provisions of the code must promote *legitimate educational interests*. These interests include the need to avoid disruption of the *educational process, student safety or maintenance of the physical plant*. It also importantly emphasizes that the code must be enforceable and fairly applied.

The “fairly applied” standard is important as the American Civil Liberties Union emphasizes that dress codes are legal as long as they do not “treat boys and girls differently, force students conform to sex stereotypes, or censor particular viewpoints. This includes protection for transgender, non-binary gender, or any other students who may choose to dress in nontraditional ways.”

Related to protection for transgender students, Shipman & Goodman, in its recent CAS Mailbag on transgender access to locker rooms, provides useful guidance applicable to this topic as well noting there are state protections for transgender and gender-nonconforming students. Connecticut law, Conn. Gen. Stat. §10-15c requires that students in our public schools have an equal opportunity to participate in school activities without discrimination on the basis of their gender identity or expression.

Beyond ensuring transgender student have access to school activities, which would include proms, and express their identity through the clothes they wear, staff should remain cognizant of their role in protecting student privacy rights identified in the Family Educational Right and Privacy Act (FERPA) Shipman & Goodwin notes that though you may not have the ability to prevent others from finding out about the student's gender identity and transgender status, it is important that you make every effort to keep this information private and avoid confirming other students' suspicions through a group conversation or otherwise.

In addition, when you are determining whether or not a specific staff member should have access to this information, you must remember to consider whether that individual has a legitimate educational interest related to such disclosure and only provide the information to those who do (and not to all staff generally). Such a group conversation could also be considered discrimination under federal and state antidiscrimination laws. Under applicable law, sex discrimination occurs when a person, because of their sex (here, gender identity and expression), is denied participation in or the benefits of any education program or activity. (Excerpted from the CAS Legal Mailbag, Shipman & Goodwin LLP, April 6, 2023)

Also useful in guiding current practice, the National Education Association has published a document to help Boards of Education establish policies and resolution. The following is excerpted from its Sample School Board Resolution on LGTBTQ+:

**WHEREAS**, in a landmark opinion *Bostock v. Clayton County* decided on June 15, 2020, the supreme court recognized that discriminating on the basis of actual or perceived sexual orientation or gender identity is always a form of sex discrimination, and federal law prohibits sex discrimination in employment and education;

**WHEREAS**, The US Department of Education and the US Department of Justice have recognized that the Supreme Court’s reasoning in the *Bostock* decision applies to Title IX of the Education Amendments of 1972 and that Title IX prohibits discrimination against harassment of students and school employees based on their gender identity and sexual orientation;

**WHEREAS**, Title IX and other federal civil rights laws prohibiting discrimination on the basis of gender identity and sexual orientation preempt local and state laws that conflict, and failure to comply with the requirements of Title IX may jeopardize the District’s federal funding;

**WHEREAS**, Lesbian Gay Bisexual Transgender Queer/Questioning (“LGBTQ”) students experience high rates of bullying, victimization, and harassment at school on the basis of their actual or perceived sexual orientation or gender identity, or that of their associates;

**WHEREAS**, this bullying, victimization, and harassment has led to negative educational outcomes for LGBTQ students, including higher rates of dropping out, higher rates of absenteeism and lower postsecondary school aspirations;

**WHEREAS**, LGBTQ students also report higher rates of anxiety and depression;

**WHEREAS**, creating a welcoming and safe environment for our LGBTQ students, staff, families, and caregivers makes our public schools more welcoming and safe for all.

**WHEREAS**, educational personnel are often the primary sources of support, resources, and information to assist and support students and student learning, which includes their social and emotional health...

(excerpted from Strengthening Public Schools for Student Success: School Board Policies and Resolutions, ‘Sample School Board Resolution on LGBTQ+ Issues, NEA, 2023)

As referenced earlier, it's important to note that in state statute, Connecticut protects students and staff from discrimination based on gender identity or expression and sexual orientation. These laws are found in Title 10, our K-12 public education laws (Section 10-15c), and Title 46a, our civil/human rights laws (Section 46a-51 et seq.).

Beyond the legal reference, Boards of Education, through its policies, have the opportunity to express their deep and unwavering commitment towards ensuring all students feel a sense of belonging in the districts they serve. Ensuring policies remain compliant to the rapidly evolving legal landscape and express that support for all students will remain both critical and challenging. In addition, ensuring staff remain aware of these policy and Title IX Regulation updates will be important as well.

As Shipman and Goodwin advises in the earlier referenced CAS Mailbag, "It is a good idea to remind staff members of the school district's policies and regulations regarding discrimination, harassment, bullying, and Title IX. If your students are struggling with concepts related to gender identity and expression, you could consider identifying members of your staff who have received training on issues related to gender identity and expression and who can serve as resources to students."